

DECLARATORY
~~Improvement~~ Res. No. 811-1949 FRANCHISE
~~XXXXXXXXXX~~

FIXING THE FORM OF AGREEMENT WITH FORT
WAYNE TRANSIT, INC. RELATIVE TO FIXING
NEW AND DIFFERENT FRANCHISE FEES TO BE
PAID BY SAID FORT WAYNE TRANSIT, INC.
(INCLUDING SATISFACTION OF TRACK
REMOVAL AND STREET RESTORATION
OBLIGATIONS)

Resolution Adopted:

NOVEMBER 25, 1949

Confirmed:

DECEMBER 13, 1949

Bids Received:

Contract Awarded:

Contract and Bond:

Contractor:

Reported Completed:

Assessment Roll Confirmed:

SENT TO COUNCIL 12-13-49

GENERAL ORDINANCE NO. 2377 dated
December 27, 1949.

DECLARATORY RESOLUTION NO. 811

RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, FIXING THE FORM OF AGREEMENT WITH FORT WAYNE TRANSIT, INC. RELATIVE TO FIXING NEW AND DIFFERENT FRANCHISE FEES TO BE PAID BY SAID FORT WAYNE TRANSIT, INC. (INCLUDING SATISFACTION OF TRACK REMOVAL AND STREET RESTORATION OBLIGATIONS).

WHEREAS, Fort Wayne Transit, Inc., an Indiana corporation, and the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, desire to enter into an agreement relative to fixing new and different franchise fees to be paid by said Fort Wayne Transit, Inc. (including satisfaction of track removal and street restoration obligations), and said Board of Public Works has determined the exact form in which said agreement is to be finally adopted, which form is in words and figures as follows, to-wit:

THIS AGREEMENT made and entered into this 25th day of November, 1949, by and between the City of Fort Wayne (hereinafter called the "City"), a municipal corporation in the County of Allen and State of Indiana, acting by and through its duly authorized Board of Public Works, Party of the First Part, and Fort Wayne Transit, Inc. (hereinafter called the "Corporation"), an Indiana corporation, Party of the Second Part,

WITNESSETH:

WHEREAS, the City gave and granted to Indiana Service Corporation (hereinafter referred to as "Predecessor Corporation"), an Indiana corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain trolley coaches and motor buses upon certain streets and public places under and in accordance with certain terms and conditions, all as provided by those certain agreements dated October 30, 1939, and August 11, 1941, respectively, between the City and the Predecessor Corporation, duly approved and confirmed by the Common Council of the City on November 7, 1939, and August 26, 1941, respectively, as supplemented and modified by those certain agreements dated July 27, 1942, and December 5, 1947, respectively, duly approved and confirmed by the Common Council of the City on August 11, 1942, and December 23, 1947, respectively; and

WHEREAS, the Corporation acquired from the Predecessor Corporation, on April 30, 1948, and now operates, the local passenger transportation system in the City of Fort Wayne, furnishing transportation to the public in said City by means of trolley coaches and motor buses, and became the successor in interest to the Predecessor Corporation in, to and under all of said franchise agreements; and

WHEREAS, the City and the Corporation entered into an agreement dated September 27, 1949, further amending and supplementing the aforesaid franchise agreements, and the said agreement dated September 27, 1949, was duly approved and confirmed by the Common Council of the City on September 27, 1949; and

WHEREAS, Section 2 of said agreement dated October 30, 1939, and Section 2 of said agreement dated August 11, 1941, specify a portion of the consideration to be paid by the Corporation and its predecessors for the use of the City's streets and other public places in and for the operation of trolley coaches in the said local transportation system; and Section 4 of said agreement dated October 30, 1939, specifies the amounts of money to be paid by the Corporation and its predecessors for the use of the City's streets and other public places in and for the operation of motor buses in the said local transportation system; and

WHEREAS, said amounts of money were so payable for an initial period ending October 30, 1949, with the right and privilege of the City or the Corporation upon and by giving at least ninety (90) days' advance written notice prior to the termination of such period to request a revision, as of the termination of such initial period, of the amount of such payments, and the City, pursuant to and in accordance with the provisions of said agreements dated October 30, 1939, and August 11, 1941, gave due and proper written notice to the Corporation requesting a revision of such payments for both trolley coach and motor bus operation on the City's streets and other public places; and

WHEREAS, the City and the Corporation have met and agreed upon a revision of such payments upon the terms and conditions hereinafter contained; and

WHEREAS, said agreements dated October 30, 1939, and August 11, 1941, as amended and modified by said agreements dated July 27, 1942, December 5, 1947, and September 27, 1949 (all of which five agreements are sometimes collectively hereinafter called "Present Franchise Agreements"), provide, as further consideration for the use of the City's streets and other public places in and for the operation of trolley coaches in the said local transportation system, that the Corporation shall effect certain track removals and pavement restorations in and on certain streets and public places, all as provided by the Present Franchise Agreements; and

WHEREAS, certain of the said track removals and pavement

restorations have been effected in advance of the time provided therefor by the Present Franchise Agreements, but certain other of the said track removals and pavement restorations have not been effected, are not now required to be effected, and will not be required to be effected until the expiration of certain periods specified in the Present Franchise Agreements, after "the cessation of the national emergency"; and

WHEREAS, the City, by reason of the deterioration and present condition of those streets and public places on and in which track still remains to be removed and pavement restored as aforesaid, desires to accelerate said track removal and pavement restoration program as provided in the Present Franchise Agreements, and to that end has requested the Corporation to pay to the City, as a part of the consideration for the use of the City's streets and other public places in the operation of trolley coaches in said local transportation system, an amount of money substantially equal to the estimated present cost to the Corporation of fully completing all track removals and pavement restorations remaining to be completed under the Present Franchise Agreements; and

WHEREAS, the Corporation is willing to pay as franchise fees the amount of money hereinafter specified upon the terms and conditions hereinafter contained, in lieu of all of its remaining obligations and duties now contained in the Present Franchise Agreements with respect to track removals and pavement restorations; and

WHEREAS, the parties hereto desire to modify the Present Franchise Agreements so as to establish new and different franchise fees, constituting a part of the consideration to be paid by the Corporation for its use of the City's streets and other public places in the operation of trolley coaches and motor buses in said local transportation system; and, as further consideration to be paid by the Corporation for its said use of the City's streets and other public places in the said operation of trolley coaches, to provide for certain monetary payments in lieu of the Corporation's track removal and street restoration duties and obligations, all

upon the terms and conditions hereinafter contained;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto hereby covenant and agree as follows:

ARTICLE I

NEW FRANCHISE FEES

Section 1. For the use of the City's streets and other public places during the year 1949 in the operation of the Corporation's trolley coaches and motor buses, the Corporation, in addition to all payments heretofore made therefor under the Present Franchise Agreements, hereby releases, surrenders, transfers and sets over to the City all right, title and interest of the Corporation in and to all moneys now held by the City in the Trolley Coach Street Maintenance Fund provided for by Section 2 of said agreement dated August 11, 1941, or in the Trolley Coach Street Renewal Fund provided for by Section 3 of said agreement dated August 11, 1941; and the Corporation hereby waives, relinquishes and surrenders its right, under and in accordance with Section 2 of said agreement dated August 11, 1941, to have said moneys now held by the City in said Trolley Coach Street Maintenance Fund credited and applied on any franchise fees subsequently payable by the Corporation. The Corporation agrees that all moneys in either of said funds may be used by the City at such time or times and in such manner as the City deems advisable for the maintenance, repair, restoration and renewal of any of one or more of the streets and public places in the City of Fort Wayne upon which the Corporation regularly operates trolley coaches and/or motor buses.

Section 2. The Corporation, as part consideration for the use of the City's streets and other public places for the calendar year 1950 and each subsequent year (unless modified as hereinafter provided) in the said operation of the Corporation's trolley coaches and motor buses, agrees to pay a franchise fee for the calendar year 1950 and each subsequent year in an amount equal to the following:

FOR THE CALENDAR YEARS 1950-1954, BOTH INCLUSIVE

1/2% of the first \$1,000,000 of the Corporation's passenger revenues in each such year

Plus

1% of the next \$500,000 of the Corporation's passenger revenues in each such year

Plus

1-1/2% of all the Corporation's passenger revenues in each such year in excess of \$1,500,000

FOR ALL SUBSEQUENT CALENDAR YEARS

1/2% of the first \$1,000,000 of the Corporation's passenger revenues in each such year

Plus

1% of the next \$500,000 of the Corporation's passenger revenues in each such year

Plus

2% of all the Corporation's passenger revenues in each such year in excess of \$1,500,000

Provided, however, that in no event shall the franchise fee payable for the year 1950 and for any subsequent calendar year until such franchise fee is modified, as hereinafter provided, be less than Thirteen Thousand Dollars (\$13,000.00).

The amount of said annual franchise fee shall be paid upon the following terms and conditions:

(a) On or before ten (10) days after the thirtieth (30th) day of June in each such year, the Corporation shall pay to the Controller of the City the sum of Six Thousand Five Hundred Dollars (\$6,500.00).

(b) On or before thirty (30) days after the thirty-first (31st) day of December in each such year, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City a statement, verified by the president, a vice president, the treasurer or an assistant treasurer of the Corporation, showing (i) the total amount of the Corporation's passenger revenues for such year, (ii) the total amount of the franchise fee due for such year calculated in accordance with the foregoing schedule of percentages of passenger revenues; and (iii) the amount of said annual franchise fee remaining to be paid after deducting the said payment of Six Thousand Five Hundred Dollars (\$6,500.00); provided, however, that if the total amount of said annual franchise fee calculated as aforesaid is less than Thirteen Thousand Dollars (\$13,000.00), the statement shall show that the amount then remaining to be paid is Six Thousand Five Hundred

Dollars (\$6,500.00), to the end that the said minimum annual franchise fee of Thirteen Thousand Dollars (\$13,000.00) shall be fully paid.

The Corporation, concurrently with the making and filing of said verified statement, shall pay to the Controller of the City the amount shown by said statement to be then due to the City.

Section 3. All amounts of money paid by the Corporation to the City under and pursuant to subdivision (a) or (b) above, at any time and from time to time hereafter, shall be received, placed and held by the City in a special, separate and specific fund called the "Transit Franchise Fund", and under its sole jurisdiction, control and ownership shall be used and applied at any time and from time to time by the City, in such manner as it deems advisable, for the purpose, and for no other purpose, of the maintenance, repair, restoration and renewal of the streets and other public places in the City of Fort Wayne upon which the Corporation is then regularly operating trolley coaches and/or motor buses in said local transportation system.

Section 4. On the termination of the period ending on December 31, 1959, and on the termination of each and every ten (10) year period thereafter, either party hereto may, upon and by giving at least ninety (90) days' advance written notice prior to the termination of such period, request a revision of the franchise fee for trolley coaches and motor buses, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect, shall be paid by the Corporation, and shall be held and applied by the City as provided in the immediately preceding paragraph until any other or further franchise fee revision in accordance with the provisions of this paragraph, which other or further franchise fee as so revised shall be paid by the Corporation and shall be held and applied by the City as provided in the immediately preceding paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of any such period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty

(30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for trolley coaches and motor buses to become effective and remain in force and effect for the ten (10) year period immediately following the period in which the aforesaid notice was given and for each ten (10) year period thereafter, until further revised in accordance with the provisions of this paragraph, and all such franchise fees so determined by such board of arbitration shall be paid by the Corporation and shall be held and applied by the City as provided in the immediately preceding paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

In case the Corporation shall default in making any of the aforesaid payments of franchise fees, and such default shall continue for a period of sixty (60) days after written notice thereof shall have been given to the Corporation by the City, the City shall have the right, at its election, to terminate this agreement by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the president of the Corporation.

ARTICLE II

SATISFACTION OF CORPORATION'S TRACK REMOVAL AND STREET RESTORATION DUTIES AND OBLIGATIONS

Section 1. The Corporation, in lieu of performing and carrying out each and all of its duties and obligations provided for in any one or more of the Present Franchise Agreements in any way related to track removals and street restorations remaining to be performed by the Corporation, agrees to pay to the City, as further consideration for the Corporation's right to use the City's streets and other public places in the operation of its trolley coaches in said local transportation system, the following payments (each such payment to be,

and to be construed to be, applicable to the consideration to be paid for the use of the City's streets and other public places by trolley coaches as aforesaid in the year in which such payments shall be made) namely, to-wit:

The sum of Twenty-Seven Thousand Two Hundred and Twenty Dollars (\$27,220.00) in cash, on the thirty-first (31st) day of December, 1949, and a like amount on the first (1st) day of May in each of the years 1950-1953, both inclusive.

Section 2. All amounts of money paid by the Corporation to the City under and pursuant to Section 1 of this Article II shall be received, placed and held by the City in said Transit Franchise Fund, and under its sole jurisdiction, control and ownership shall be used and applied at any time and from time to time by the City in such manner as it deems advisable for the sole purpose of the renewal or restoration of the following streets:

<u>On the Following Named Streets</u>	<u>Between the Following Named Streets</u>		
South Wayne Avenue	Creighton Avenue	and	Kinnaird Avenue
South Wayne Avenue	Rudisill Boulevard	and	a point south of Maxine Drive (end of track)
Warsaw Street	Pontiac Street	and	Oxford Street
Oxford Street	Warsaw Street	and	Anthony Boulevard
Spy Run Avenue	400 feet north of St. Marys River Bridge	and	property of Cent- livre Brewing Corporation
State Street	Spy Run Avenue	and	Parnell Avenue
Calhoun Street	Pontiac Street	and	Rudisill Boulevard

In case the Corporation shall default in making any of the aforesaid payments and such default shall continue for a period of sixty (60) days after written notice thereof shall have been given to the Corporation by the City, the City shall have the right, at its election, to terminate this agreement by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the president of the Corporation.

Section 3. All tracks, rails and ties, together with their appurtenances, of the Corporation remaining in the streets and public places of the City of Fort Wayne at the date of this agreement and not then used for any railway operation whatsoever, shall concurrently

with this agreement's being in full force and effect become the full and absolute property of the City without any further act or deed. All tracks, rails and ties, together with their appurtenances, of the Corporation remaining in the streets and public places of the City of Fort Wayne at the date of this agreement but then used for any kind of railway operation whatsoever shall remain the property of the Corporation until it is no longer used for any kind of railway operation, and thereupon without any further act or deed, it shall become the full and absolute property of the City. The Corporation may in its discretion, or shall at the request of the City, execute such other and further instruments and papers as are deemed advisable to further evidence the vesting of title and ownership of the City in said tracks, rails, ties and appurtenances as aforesaid.

Section 4. The aforesaid covenants and agreements of the Corporation contained in this Article II, shall be in full release, discharge, satisfaction and performance of all requirements under the Present Franchise Agreements, or any of them, and the laws of the State of Indiana in respect to track removals and pavement restorations remaining to be effected under the Present Franchise Agreements. All track removals and pavement restorations heretofore, in accordance with the provisions of the Present Franchise Agreements, or any of them, are hereby ratified, approved and confirmed by the City and accepted by it in full release, discharge, satisfaction and performance of all of the requirements as aforesaid.

ARTICLE III

GENERAL AND MISCELLANEOUS

Section 1. Except as expressly modified by this agreement, all the terms and conditions of the Present Franchise Agreements, and each of them, shall be and remain in full force and effect.

Section 2. This agreement, and each and all the terms and provisions thereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of this agreement's being approved by ordinance duly adopted

by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By _____
(Walter C. Vetter)

(Frank A. Derck)

(Chauncey L. Griffith)

ATTEST:

Its Board of Public Works

(Joseph M. Schwartz)
Secretary

Approved as to form and legality:

(Harry H. Hilgemann)
City Attorney

FORT WAYNE TRANSIT, INC.

By _____
(Donald H. Walker)
President

ATTEST:

(Edward T. Schele)
Secretary

NOW, THEREFORE, BE IT RESOLVED that pursuant to the Statutes of Indiana in such case made and provided, said Board of Public Works does now fix the time at which said agreement shall be finally considered as the 13th day of December, 1949, at the hour of 10:00 o'clock, A.M., C.S.T., at the regular meeting place of said Board of Public Works in the City Hall in said City of Fort Wayne, at which time and place a public hearing shall be had and any taxpayer in said city may appear and file protest against any and all of the provisions of said agreement.

BE IT FURTHER RESOLVED that Fort Wayne Transit, Inc. shall, at its own expense, cause the full and complete text of said agreement to be published as required by law with notice of the time and place of said hearing in the Fort Wayne News Sentinel and the Fort Wayne Journal-Gazette, being two daily newspapers of general circulation, printed in the English language, in said Allen County, Indiana; and that said Fort Wayne Transit, Inc. shall likewise post copies of said agreement and notice of the time and place of said hearing in ten (10) public places in the said City of Fort Wayne.

ADOPTED this 25 day of November, 1949.

Walter C. Vetter
(Walter C. Vetter)

Frank A. Derck
(Frank A. Derck)

Chauncey L. Griffith
(Chauncey L. Griffith)

Board of Public Works of the
City of Fort Wayne

ATTEST:

Joseph M. Schwartz
(Joseph M. Schwartz)
Secretary

CONFIRMATORY RESOLUTION NO. 811 - 1949

CITY OF FORT WAYNE, INDIANA

WHEREAS, the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, at a meeting of said Board of Public Works, held on the 25th day of November, 1949, did determine the exact form in which an agreement to and with Fort Wayne Transit, Inc., relative to fixing new and different franchise fees to be paid by said Fort Wayne Transit, Inc. (including satisfaction of track removal and street restoration obligations) was to be finally adopted and fixed the 13th day of December, 1949, at the hour of 10:00 o'clock A.M., C.S.T., at the regular meeting place of said Board of Public Works in the City Hall in said City of Fort Wayne, Indiana, as the time and place at which said agreement was to be finally considered by said Board of Public Works; and

WHEREAS, proof of publication of the full and complete text of said proposed agreement on the 26th day of November, 1949, and the 3d day of December, 1949, in The Fort Wayne News-Sentinel and Fort Wayne Journal-Gazette, respectively, being two daily newspapers of general circulation printed in the English language in said Allen County, Indiana, and proof of the posting of notice of the full and complete text of said proposed agreement in ten public places within the said City of Fort Wayne, on the 26th day of November, 1949, have been duly made, and all of the terms and provisions of the statutes of the State of Indiana have been fully complied with; and

WHEREAS, at the meeting of the Board of Public Works of the City of Fort Wayne, held on the 13th day of December, 1949, commencing at the hour of 10:00 o'clock A.M., a public hearing was duly had on said agreement, and no protest has been filed by any taxpayer of said City against any or all of the provisions of said agreement or the granting or making thereof:

NOW, THEREFORE, on motion duly made, seconded and unanimously adopted:

BE IT RESOLVED, that the Board of Public Works of the said City of Fort Wayne now enter into, make and execute the said agreement to and with Fort Wayne Transit, Inc. in the manner and form proposed by said Board of Public Works at its meeting on the 25th day of November, 1949, as it appears in the records of said meeting.

Adopted this 13th day of December, 1949.

Walter C. Vetter
(Walter C. Vetter)

Frank A. Derck
(Frank A. Derck)

Chauncey L. Griffith
(Chauncey L. Griffith)

Board of Public Works of the City
of Fort Wayne

ATTEST:

Joseph M. Schwartz
(Joseph M. Schwartz)
Secretary

FORT WAYNE TRANSIT, INC.

TELEPHONE A-1314

220 EAST JEFFERSON STREET
FORT WAYNE 2, INDIANA



December 30, 1949

City of Fort Wayne
Board of Public Works
City Hall
Fort Wayne, Indiana

Gentlemen:

The agreement, dated December 13, 1949, between the City of Fort Wayne and Fort Wayne Transit, Inc. relative to fixing new and different franchise fees to be paid by Fort Wayne Transit, Inc. (including satisfaction of track removal and street restoration obligations), becomes effective upon being approved by ordinance duly adopted by the Common Council of the City. The ordinance approving and confirming such agreement, which was unanimously adopted by the Common Council of the City on December 27, 1949, provides that such ordinance shall be in full force and effect from and after its passage and approval by the Mayor. You have delivered to the undersigned today a copy of General Ordinance No. 2377 approving and confirming the agreement, duly certified by the City Clerk to have been passed on December 27, 1949, to have been signed and approved by the President of the Common Council and to have been signed and approved by the Mayor on December 30, 1949. Accordingly, the undersigned herewith delivers to you its check payable to the City of Fort Wayne in the sum of \$27,220.00, representing the amount payable on or before December 31, 1949, pursuant to and in accordance with Section 1 of Article II of the aforesaid agreement.

Section 3 of Article II of the aforesaid agreement provides that all tracks, rails and ties, together with all appurtenances of the undersigned remaining in the streets and public places of the City of Fort Wayne at the date of this agreement and not then used for any railway operation whatsoever shall concurrently with this agreement's being in full force and effect become the full and absolute property of the City without any further act or deed, but the corporation may execute such other and further instruments as are deemed advisable to further evidence the vesting of title and ownership of the City in such tracks, rails and ties. In order that you may have in your possession good and sufficient evidence of your ownership in such tracks, rails and ties, separate and distinct from the franchise agreement itself, and the locations of such tracks, rails and ties may be specifically defined, there is enclosed herewith for your permanent files a Bill of Sale covering all such materials.

Please acknowledge receipt of the original of this letter and its enclosures on the carbon copy hereof enclosed, and then return it to the undersigned.

Very truly yours,

FORT WAYNE TRANSIT, INC.

By *Donald H. Walker*

Donald H. Walker, President

DHW:DD
Enclosures

FORT WAYNE TRANSIT, INC.

TELEPHONE A-1314

220 EAST JEFFERSON STREET
FORT WAYNE 2, INDIANA



City of Fort Wayne

Pg. 2

December 30, 1949

Received of Fort Wayne Transit, Inc. this 30 day of December, 1949, the original of the foregoing letter and the enclosures as therein described.

CITY OF FORT WAYNE
by Board of Public Works

By

Walter C. Vetter
Walter C. Vetter, Chairman.

B I L L O F S A L E

KNOW ALL MEN BY THESE PRESENTS, That FORT WAYNE TRANSIT, INC.
(hereinafter referred to as the "Company"), a corporation organized and existing under the laws of the State of Indiana, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the CITY OF FORT WAYNE (hereinafter referred to as the "City"), a municipal corporation of the State of Indiana, the receipt whereof the Company hereby acknowledges, has sold, transferred and delivered, and by these presents does sell, transfer and deliver, unto the City all the Company's right, title and interest in and to the following described chattels and property, to-wit:

All track, rails, rail joints, spikes, bolts, switches, frogs, special track work, cross-ties, ballast, brick, stone, pavement and all other materials and appurtenances constituting the street railway tracks in, upon and along the following streets and public places in the City of Fort Wayne, Indiana.

South Wayne Avenue between Creighton Avenue and Kinnaird Avenue.
South Wayne Avenue between Rudisill Boulevard and a point south of Maxine Drive (end of track).
Warsaw Street between Pontiac Street and Oxford Street.
Oxford Street between Warsaw Street and Anthony Boulevard.
Calhoun Street between Pontiac Street and Rudisill Boulevard.
Spy Run Avenue between the north end and south end of St. Marys River Bridge.
Lewis Street between Calhoun Street and first alley east of Calhoun Street.

TO HAVE AND TO HOLD the same to the City, its successors and assigns forever.

IN WITNESS WHEREOF, the Company, said Fort Wayne Transit, Inc., has caused this instrument to be executed by its proper offices, thereunto duly authorized, and its corporate seal to be hereto affixed, this 30th day of December, 1949.

FORT WAYNE TRANSIT, INC.

By Donald H. Walker
(Donald H. Walker) President

ATTEST:

L. F. Reincke
(L. F. Reincke) Assistant Secretary

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

BE IT REMEMBERED, that on this 30th day of December, 1949, before me, the undersigned, a Notary Public in and for the county and state aforesaid, duly commissioned and qualified, personally appeared Donald H. Walker, President, and L. F. Reincke, Assistant Secretary, of Fort Wayne Transit, Inc., an Indiana corporation, to me well known and personally known to me to be respectively, President and Assistant Secretary of Fort Wayne Transit, Inc., and to be the persons who executed the foregoing instrument for and on behalf of said Fort Wayne Transit, Inc., and acknowledged that they executed said instrument voluntarily as such President and Assistant Secretary, respectively, as the act and deed of said Fort Wayne Transit, Inc., for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

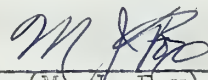
Eileen Rose Mentzer
(Eileen Rose Mentzer) Notary Public

My commission expires September 10, 1952

PROOF OF PUBLICATION

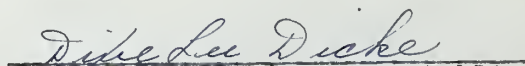
STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

M. J. FOX, being first duly sworn on oath, deposes and says that he is the duly authorized agent of Fort Wayne Transit, Inc., an Indiana corporation, and that on behalf of said Corporation and at the expense of said Corporation, he caused a full and complete text of the agreement between the City of Fort Wayne, in Allen County, Indiana, acting by and through its Board of Public Works, and the Fort Wayne Transit, Inc. relative to fixing new and different franchise fees to be paid by said Fort Wayne Transit, Inc. (including satisfaction of track removal and street restoration obligations), together with the notice of a public hearing thereon on the 13th day of December, 1949, at 10:00 o'clock, A.M., C.S.T., at the regular meeting place of said Board of Public Works in the City Hall in said City of Fort Wayne, to be published on the 26th day of November, 1949, and the 3d day of December, 1949, in The Fort Wayne News-Sentinel and the Fort Wayne Journal Gazette, respectively, the same being two daily newspapers of general circulation printed in the English language in Allen County, Indiana, and being indicated by the said Board of Public Works; that attached hereto, marked Exhibit "A", and Exhibit "B", respectively, are affidavits of the publishers of said newspapers, showing proof of publication in said newspapers, together with copies of the notice so published; that on the 26th day of November, 1949, he also did post copies of such agreement, together with the notice of a public hearing thereon, in ten public places in said City; and that attached hereto, marked Exhibit "C", is a copy of the notice posted as aforesaid in ten public places in said City and on the back thereof are listed the places where said notice was posted.



(M. J. Fox)

Subscribed and sworn to before me this 10th day of December, A.D.,
1949.



(Dixie Lee Dicke) Notary Public

My commission expires 10-30-50

NOTICE TO TAXPAYERS (LEGAL NOTICE) WAS POSTED
IN SPECIFIC LOCATIONS AS FOLLOWS:

1. On the bulletin board just outside the Controller's office at the City Hall.
2. On the bulletin board at the east entrance of the Allen County Courthouse.
3. On the bulletin board at the east entrance of the Chamber of Commerce Building.
4. On City pole No. 5546 located at the northeast corner of Anthony and Rudisill Boulevards.
5. On City pole No. 3267 located on the north side of Rudisill Boulevard at the alley east of Calhoun Street.
6. On City pole No. 618 located at the southeast corner of Taylor Street and Brooklyn Avenue.
7. On City pole No. 15210 on the north side of Pontiac Street at the alley west of Hanna Street.
8. On Indiana & Michigan Electric Company pole No. 8449 at the southwest corner of South Wayne and Creighton Avenues.
9. On City pole No. 10326 at the southwest corner of State Street and Spy Run Avenue.
10. On Fort Wayne Transit, Inc. pole No. 1-016 on the east side of Wells Street south of Huffman Street.

agreement here and agreed upon a revision of such payments upon the terms and conditions hereinafter contained, and

WHEREAS, said agreements dated October 20, 1939, and August 11, 1941, as amended and modified by said agreements dated July 27, 1942, December 6, 1941, and September 27, 1949 (all of which) are agreements collectively hereinafter called "Present Franchise Agreements", provide, as further consideration for the use of the City's streets and other public places in and for the operation of trolley coaches in the said local transportation system, that the Corporation shall effect certain track removals and pavement restorations in and on certain streets and public places, all as provided by the Present Franchise Agreements, and

WHEREAS, certain of the said track removals and pavement restorations have been effected in advance of the time provided therefor by the Present Franchise Agreements, but certain other of the said track removals and pavement restorations have not been effected, are not now required to be effected, and will not be required to be effected until the expiration of certain periods specified in the Present Franchise Agreements, after "the cessation of the national emergency," and

WHEREAS, the City, by reason of the deterioration and present condition of these streets and public places on and in which track still remains to be removed and pavement restored as aforesaid, desires to accelerate said track removal and pavement restoration program as provided in the Present Franchise Agreements, and to that end has requested the Corporation to pay to the City, as a part of the consideration for the use of the City's streets and other public places in the operation of trolley coaches in said local transportation system, an amount of money substantially equal to the estimated present cost to the Corporation of fully completing all track removals and pavement restorations remaining to be completed under the Present Franchise Agreements; and

WHEREAS, the Corporation is willing to pay as franchise fees the amount of money hereinafter specified upon the terms and conditions hereinafter contained, in lieu of all of its remaining obligations and duties now contained in the Present Franchise Agreements with respect to track removals and pavement restorations; and

WHEREAS, the parties hereto desire to modify the Present Franchise Agreements so as to establish new and different franchise fees, constituting a part of the consideration to be paid by the Corporation for its use of the City's streets and other public places in the operation of trolley coaches and motor buses in said local transportation system; and, as further consideration to be paid by the Corporation for its use of the City's streets and other public places in the said operation of trolley coaches, to provide for certain monetary payments in lieu of the Corporation's track removal and street restoration duties and obligations, all upon the terms and conditions hereinafter contained;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto hereby covenant and agree as follows:

Article I

New Franchise Fees

Section 1. For the use of the City's streets and other public places during the year 1949 in the operation of the Corporation's trolley coaches and motor buses, the Corporation, in addition to all payments heretofore made therefor under the Present Franchise Agreements, hereby releases, surrenders, transfers and sets over to the City, all right, title and interest of the Corporation in and to all moneys now held by the City in the Trolley Coach Street Maintenance Fund provided for by Section 2 of said agreement dated August 11, 1941, or in the Trolley Coach Street Renewal Fund provided for by Section 3 of said agreement dated August 11, 1941; and the Corporation hereby waives, relinquishes and surrenders its right, under and in accordance with Section 2 of said agreement dated August 11, 1941, to have said moneys now held by the City in said Trolley Coach Street Maintenance Fund credited and applied on any franchise fees subsequently payable by the Corporation. The Corporation agrees that all moneys in either of said funds may be used by the City at such time or times and in such manner as the City deems advisable for the maintenance, repair, restoration and renewal of any of one or more of the streets and public places in the City of Fort Wayne upon which the Corporation regularly operates trolley coaches and/or motor buses.

Section 2. The Corporation, as part consideration for the use of the City's streets and other public places for the calendar year 1950 and each subsequent year unless modified as hereinafter provided; in the said operation of the Corporation's trolley coaches and motor buses, agrees to pay a franchise fee for the calendar year 1950 and each subsequent year in an amount equal to the following:

For the Calendar Years 1950-1954, Both Inclusive

One-half per cent of the first \$1,000,000 of the Corporation's passenger revenues in each such year.

Plus—One per cent of the next \$500,000 of the Corporation's passenger revenues in each such year.

Plus—One and one-half per cent of all the Corporation's passenger revenues in each such year in excess of \$1,500,000.

For All Subsequent Calendar Years—

One-half per cent of the first \$1,000,000 of the Corporation's passenger revenues in each such year.

Plus—One per cent of the next \$500,000 of the Corporation's passenger revenues in each such year.

Plus—Two per cent of all the Corporation's passenger revenues in each such year in excess of \$1,500,000.

Provided, however, that in no event shall the franchise fee payable for the year 1950 and for any subsequent calendar year until such franchise fee is modified, as hereinafter provided, be less than Thirteen Thousand Dollars (\$13,000.00).

The amount of said annual franchise fee shall be paid upon the following terms and conditions:

(a) On or before ten (10) days after the thirtieth (30th) day of June in each such year, the Corporation shall pay to the Controller of the City the sum of Six Thousand Five Hundred Dollars (\$6,500.00).

(b) On or before thirty (30) days after the thirty-first (31st) day of December in the following

Named Streets Between

South Wayne Avenue and Cretighton Avenue

South Wayne Avenue and Rudolph Boulevard

Warnaw Street and Pontiac Street

Oxford Street and Warnaw Street

Spy Run Avenue and 400 feet north of St. Marys River Bridge

Stola Street and Spy Run Avenue

Calhoun Street and Pontiac Street

In case the Corporation shall default in making any of the aforesaid payments and such default shall continue for a period of sixty (60) days after written notice thereof shall have been given to the Corporation by the City, the City shall have the right, at its election, to terminate this agreement by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the president of the Corporation.

Section 3. All tracks, rails and ties, together with their appurtenances, of the Corporation remaining in the streets and public places of the City of Fort Wayne at the date of this agreement and not then used for any railway operation whatsoever, shall concurrently with this agreement's being in full force and effect become the full and absolute property of the City without any further act or deed. All tracks, rails and ties, together with their appurtenances, of the Corporation remaining in the streets and public places of the City of Fort Wayne at the date of this agreement but then used for any kind of railway operation whatsoever shall remain the property of the Corporation until it is no longer used for any kind of railway operation, and thereupon without any further act or deed, it shall become the full and absolute property of the City. The Corporation may in its discretion, or shall at the request of the City, execute such other and further instruments and papers as are deemed advisable to further evidence the vesting of title and ownership of the City in said tracks, rails, ties and appurtenances as aforesaid.

Section 4. The aforesaid covenants and agreements of the Corporation contained in this Article II, shall be in full release, discharge, satisfaction and performance of all requirements under the Present Franchise Agreements, or any of them, and the laws of the State of Indiana in respect to track removals and pavement restorations remaining to be effected under the Present Franchise Agreements. All track removals and pavement restorations heretofore, in accordance with the provisions of the Present Franchise Agreements, or any of them, are hereby ratified, approved and confirmed by the City and accepted by it in full release, discharge, satisfaction and performance of all of the requirements

in each such year, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City a statement, verified by the president, a vice-president, the treasurer or an assistant treasurer of the Corporation, showing (1) the total amount of the Corporation's passenger revenues for such year, (2) the total amount of the franchise fee due for such year calculated in accordance with the foregoing schedule of percentages of passenger revenues; and (3) the amount of said annual franchise fee remaining to be paid after deducting the said payment of Six Thousand Five Hundred Dollars (\$6,500.00); provided, however, that if the total amount of said annual franchise fee calculated as aforesaid is less than Thirteen Thousand Dollars (\$13,000.00), the statement shall show that the amount then remaining to be paid is Six Thousand Five Hundred Dollars (\$6,500.00), to the end that the said minimum annual franchise fee of Thirteen Thousand Dollars (\$13,000.00) shall be fully paid.

The Corporation, concurrently with the making and filing of said verified statement, shall pay to the Controller of the City the amount shown by said statement to be then due to the City.

Section 3. All amounts of money paid by the Corporation to the City under and pursuant to subdivision (a) or (b) above, at any time and from time to time hereafter, shall be received, placed and held by the City in a special, separate and specific fund called the "Transit Franchise Fund," and under its sole jurisdiction, control and ownership shall be used and applied at any time and from time to time by the City, in such manner as it deems advisable, for the purpose, and for no other purpose, of the maintenance, repair, restoration and renewal of the streets and other public places in the City of Fort Wayne upon which the Corporation is then regularly operating trolley coaches and/or motor buses in said local transportation system.

Section 4. On the termination of the period ending on December 31, 1959, and on the termination of each and every ten (10) year period thereafter, either party hereto may, upon and by giving at least ninety (90) days' advance written notice prior to the termination of such period, request a revision of the franchise fee for trolley coaches and motor buses, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect, shall be paid by the Corporation, and shall be held and applied by the City as provided in the immediately preceding paragraph until any other or further franchise fee revision in accordance with the provisions of this paragraph, which other or further franchise fee as so revised shall be paid by the Corporation and shall be held and applied by the City as provided in the immediately preceding paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of any such period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for trolley coaches and motor buses to become effective and remain in force and effect for the ten (10) year period immediately following the period in which the aforesaid notice was given and for each ten (10) year period thereafter, until further revised in accordance with the provisions of this paragraph, and all such franchise fees so determined by such board of arbitration shall be paid by the Corporation and shall be held and applied by the City as provided in the immediately preceding paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

To ease the Corporation shall default in making any of the aforesaid payments of franchise fees, and such default shall continue for a period of sixty (60) days after written notice thereof shall have been given to the Corporation by the City, the City shall have the right, at its election, to terminate this agreement by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the president of the Corporation.

Article II

Satisfaction of Corporation's Track Removal and Street Restoration

Duties and Obligations

Section 1. The Corporation, in lieu of performing and carrying out each and all of its duties and obligations provided for in any one or more of the Present Franchise Agreements in any way related to track removals and street restorations remaining to be performed by the Corporation, agrees to pay to the City, as further consideration for the Corporation's right to use the City's streets and other public places in the operation of its trolley coaches in said local transportation system, the following payments in each such payment to be, and to be construed to be, applicable to the consideration to be paid for the use of the City's streets and other public places by trolley coaches as aforesaid in the year in which such payments shall be made; namely, to-wit:

The sum of Twenty-Seven Thousand Two Hundred and Twenty-five Dollars (\$27,220.00) in cash, on the thirty-first (31st) day of December, 1949, and a like amount on the first (1st) day of May in each of the years 1950-1953, both inclusive.

Section 2. All amounts of money paid by the Corporation to the City under and pursuant to Section 1 of this Article II shall be received, placed and held by the City in said Transit Franchise Fund, and under its sole jurisdiction, control and ownership shall be used and applied at any time and from time to time by the City in such manner as it deems advisable for the sole purpose of the renewal or restoration of the following streets:

the Following Named Streets

and Kinnaird Avenue

and a point south of Maxine Drive (end of track)

and Oxford Street

and Anthony Boulevard

and properly of Centlivre Brewing Corporation

and Parrell Avenue

and Rudolph Boulevard

formance of all of the requirements as aforesaid.

Article III

General and Miscellaneous

Section 1. Except as expressly modified by this agreement, all the terms and conditions of the Present Franchise Agreements, and each of them, shall be and remain in full force and effect.

Section 2. This agreement, and each and all the terms and provisions thereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of this agreement's being approved by ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF FORT WAYNE, INDIANA, By WALTER C. VETTER,

FRANK A. DERICK,

CHAUNCEY L. GRIFFITH,

Its Board of Public Works.

Attest: Joseph M. Schwartz,

Secretary.

Approved as to form and legality: Harry H. Hilgemann,

City Attorney.

FORT WAYNE TRANSIT, INC. By DONALD H. WALKER,

President.

Attest: Edward T. Scholz,

Secretary.

Public notice is further given that said Board of Public Works did also fix the time at which said agreement shall be finally considered as and on the 13th day of December, 1949, at the hour of 10:00 o'clock, A.M., C.S.T., at the regular meeting place of said Board of Public Works in the City Hall in said City of Fort Wayne, Indiana at which time and place a public hearing will be held and at which any taxpayer may appear and file protest against any and all of the provisions in said agreement.

S/WALTER C. VETTER,

S/FRANK A. DERICK,

S/CHAUNCEY L. GRIFFITH,

Board of Public Works of the City of Fort Wayne.

Attest: S/Joseph M. Schwartz,

Secretary.

11-26-49-3

BRIDGE, Elmhurst; Mrs. Wm. Gardner, Rose; Mrs. Francis Nelson, Ivy, and Mrs. Carl Wolf, Ivy. Third place was taken by Mrs. Jonas Tulp; Mrs. Harrod, Columbine, and Mrs. Mueller, Rose. Honorable mention went to Mrs. Paul Lerch, Rose.

For arrangements of growing material, first place winners were Mrs. Fred Hagndorn, Elmhurst, and Mrs. Mark Smith, Ivy. Second, Mrs. Ben Shirk, Iris; Mrs. Carl Wolf, Mrs. George Schiefer, Iris; Mrs. R. J. Hill Shamrock, and Mrs. J. Schler, Shamrock. Mrs. J. Reiber, Tulp, won third place. Mrs. Frank Fleischer, of the Tulp club, won first place in the exhibit of arrangements of vegetables or fruit. Second prizes went to Mrs. Francis Nelson, of Ivy, and Mrs. Fleischer, and third place ribbons were awarded to Mrs. C. R. Atkinson, Ivy, and Mrs. Mendenhall, of the Rose Garden Club.

Driver Fanned Not Guilty

KENDALLVILLE, Dec. 3.—Stephen A. Schenker, 43, R. R. 3, Kendallville, charged with driving an automobile while under the influence of intoxicants, was found not guilty in City Court here by Special Judge Wynn Finley. He was booked by city police Nov. 20.

Price Shift Hits Farmer

WASHINGTON, Dec. 3. (INS)—The American farmer has lost the price advantage which he held since prewar days.

The Agriculture Department reports that prices farmers paid for crops equaled those which he received between mid-October and mid-November for the first time since November, 1914.

This resulted from a drop of nearly two per cent in prices received and no change in farm living-operating costs during the October-November period.

It also means that the ratio of prices paid to prices received was at the same level in mid-November as in 1909-14. The Department assures that farmers were paying and receiving equal prices in that base period.

Continued declines in hogs, soybeans, corn, eggs and cotton were chiefly responsible for a four-point drop in the index prices received by farmers.

Although there was a substantial increase in prices received for truck crops and eight hikes in the prices of some food grains and dairy products, the index dipped to 239 per cent of the 1909-14 level. This was 12 per cent below the level of a year ago.

The index of prices paid by farmers was unchanged from October to November at 240 per cent of the 1909-14 level. Higher food, building material and furniture prices offset lower prices for clothing.

Coffee prices were up sharply but pork and lamb prices were considerably lower. Feed prices reached the lowest point since May, 1914, but prices of building materials used in farm construction rose enough to keep production unit costs unchanged.

On the side of prices received, soybeans hit their lowest point in five years and hogs were returning less than at any time since price sellings were removed in mid-1914. Hogs, incidentally, were listed as selling at only 98 per cent of parity in mid-November. The Department required by law to keep producer prices from falling below this level.

Officials said the Department is ready to step in and support hog prices through the purchase of pork products anytime, this becomes necessary to keep producer prices at the required level.

Agriculture Secretary Brannan ordered farmers to cut back 1930 plantings of fire-cured and dark air-cured tobacco about 10 per cent below this year's production curbs.

Brannan proclaimed marketing quotas to hold 1931 fire-cured acreage at about 53,850 acres and dark air-cured plantings at about 28,200 acres.

This year's quotas called for 105,500 acres of fire-cured tobacco and 30,000 acres of dark air-cured. The production controls are designed to hold the 1930 output of fire-cured tobacco at 62,500,000 pounds and the dark air-cured crop at 30,200,000 pounds.

Courthouse

Judgments Awarded for Injuries to Children

Three judgments for damages for



"GOODBYE, ALARM CLOCK"—Miss Beale R. Chapman, an employee of the General Electric Co., displays gifts she received on the week. (News-Sentinel Photo)

Fort Wayne Wo Years for G.E.;

Miss Beale R. Chapman today had retired from employment at the General Electric plant here after establishing an all-time record for length of service by any woman in the entire G.E. organization.

Miss Chapman, who began work for G.E. taping coils in 1905, has completed 41 years of service for the company. "I'm going to forget about the alarm clock," Miss Chapman said, "and spend most of my time helping people out and trying to make them happy."

After her service as a coil tapper, Miss Chapman became a winder in the motor department at a time when this type of work was done by holding the coil in one hand and guiding the wire with the other.

In 1929, she became a supervisor in Building 26-1, and since that time she has been a group leader, winder and finisher in the transformer division.

Winter Flower Listed by Garden

(Pictures on Page 19)
The grand prize tri-color award in the Winter Flower Show currently on display at the Fort Wayne Art School was won by Mrs. J. E. Broover, Mrs. E. H. Manth and Mrs. B. H. Harrod, all members of the Columbine Garden Club, with their exhibit of a Christmas holiday table arrangement.

The judging of entries was completed at 1:30 p.m. Friday by Mrs.

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The Agriculture Department reports that prices farmers paid for goods equaled those which he received between mid-October and mid-November for the first time since November, 1941.

This resulted from a drop of nearly two per cent in prices received and no change in farm living-operating costs during the October-November period.

It also means that the ratio of prices paid to prices received was at the same level in mid-November as in 1939-41. The Department assumes that farmers were paying and receiving equal prices in that base period.

Continued declines in hogs, soybeans, corn, eggs and cotton were chiefly responsible for a four-point drop in the index prices received by farmers.

Although there was a substantial increase in prices received for truck crops and slight hikes in the prices of some food grains and dairy products, the index dipped to 239 per cent of the 1939-41 level. This was 12 per cent below the level of a year ago.

The index of prices paid by farmers was unchanged from October to November at 240 per cent of the 1939-41 level. Higher food, building material and furniture prices offset lower prices for clothing.

Coffee prices were up sharply but pork and lard prices were considerably lower. Feed prices reached the lowest point since May, 1946, but prices of building materials used in farm construction rose enough to keep production unit costs unchanged.

On the side of prices received, soybeans hit their lowest point in five years and hogs were returning less than at any time since price ceilings were removed in mid-1946.

Hogs, incidentally, were listed as selling at only 90 per cent of parity in mid-November. The Department is required by law to keep producer prices from falling below this level.

Officials said the Department is ready to step in and support hog prices through the purchase of pork products anytime, this becomes necessary to keep producer prices at the required level.

Agriculture Secretary Brannan has ordered farmers to cut back 1950 plantings of fire-cured and dark air-cured tobacco about 15 per cent below this year's production curbs.

Brannan proclaimed marketing quotas to hold 1950 fire-cured acreage at about 56,850 acres and dark air-cured plantings at about 26,200 acres.

This year's quotas called for 65,500 acres of fire-cured tobacco and 30,000 acres of dark air-cured.

The production controls are designed to hold the 1950 output of fire-cured tobacco at 62,500,000 pounds and the dark air-cured crop at 30,200,000 pounds.

Courthouse

Judgments Awarded for Injuries to Children

Three judgments for damages for auto injuries to children were made of record in Superior Court No. 1, after having been granted by Judge Edward W. Mayers.

Damages of \$200 were awarded on behalf of Ronald Redmerski, five, against Arthur W. Baker. The boy was playing near the intersection of U.S. Highway 24 and the Hartzell Road when he was injured by Baker's car.

Judgment for \$150 was granted Marilyn R. Woods against Hargis E. Thomas for injuries suffered when she was struck by Baker's auto while attempting to cross the street at New Haven and Edsall Aves.

Robert M. Current, through his father, Aiden A. Current, was granted \$100 damages in a compromise settlement of a damage suit against Arnold W. Benecke, Jr. Payment of \$833.75 to the parents for medical services is also noted in the judgment. While the Current boy was preparing to cross New Haven Ave. June 17, the door handle of Benecke's car caught in his mouth and inflicted a wound extending to one of his ears.

Man Held for Threat To Kill Estranged Wife

Jack Miller, 33, was being held under \$2,000 bond today on a Circuit Court charge of assault and battery with intent to commit a felony, after allegedly having threatened the life of his wife, Helen Miller, 404 Elizabeth St., after she filed suit for divorce.

According to Del. Sgt. Francis Dibble, Miller kicked down a door and tore out the telephone wiring at the Miller home, then traced his estranged wife to the Dime Bank Building, where he threatened to kill her.

Dalley Co. Incorporates Articles of Incorporation of L. W. Dalley Properties, Inc., have been filed in the office of County Recorder Carl Rekoweg. Capitalization comprises 1,000 shares of no par value. L. W. Dalley, 1034 Oakland St., is the resident agent. He and Helen M. Dalley, 1607 Dodge Ave., and Ernst J. H. Hahn, of the same address, are members of the first board of directors.

Notre Dame Glee Club Yule Program on NBC

The 40-man University of Notre Dame Glee Club will be heard Christmas Eve in a concert of traditional Christmas music over a nationwide National Broadcasting Co. hookup.

The Notre Dame Glee Club will combine with the Rosary College Glee Club to present this concert. Recordings will be made for the program in the Chicago NBC Studios prior to the Dec. 24 broadcast. The Notre Dame group is directed by Prof. Daniel H. Pedlke.

West African to Speak HUNTINGTON, Dec. 3. — Moosa Majid, Sierra Leone, West African missionary, now a student at Indiana Central College, Indianapolis, will be the speaker Sunday morning at the Pleasant Grove Evangelical United Brethren Church.



"GOODBYE, ALARM CLOCK"—Miss Chapman, an employe of the General Electric company, displays gifts she received on the week. (News-Sentinel Photo)

Fort Wayne Woman Retires Years for G.E.

Miss Bessie R. Chapman today has retired from employment at the General Electric plant here after establishing an all-time record for length of service by any woman in the entire G.E. organization.

Miss Chapman, who began work for G.E. taping coils in 1905, has completed 44 years of service for the company.

"I'm going to forget about the alarm clock," Miss Chapman said, "and spend most of my time helping people out and trying to make them happy."

After her service as a coil tapper, Miss Chapman became a winder in the master department at a time when this type of work was done by holding the coil in one hand and guiding the wire with the other.

In 1929, she became a supervisor in Building 26-1, and since that time she has been a group leader, winder and finisher in the transformer division.

Winter Flower Show Listed by Garden Club

(Pictures on Page 19)

The grand prize tri-color award in the Winter Flower Show currently on display at the Fort Wayne Art School was won by Mrs. J. E. Brower, Mrs. E. H. Manth and Mrs. B. H. Harrod, all members of the Columbine Garden Club, with their exhibit of a Christmas holiday table arrangement.

The judging of entries was completed at 1:30 p.m. Friday by Mrs. Clarence Husband, of Roanoke; Mrs. Ayres, of Redkey, and Mrs. Stewart, of Dunkirk. The show, being sponsored by the Fort Wayne Garden Club Council, was open to the public Friday at 2 p.m., is open today from 9 a.m. till 5 p.m., and will be open Sunday from 2 until 5 p.m.

The tri-color winner was a centerpiece of silver and white balls on glittering white branches set on white cotton and flanked by a white fawn and silver star-studded white candles in glass star holders all arranged on a table laid with a red fringed cloth.

It also won a first place award in the holiday table class and so did another table arrangement entered by Mrs. Pearl Rehorst of the Golden Glow Garden Club. Other winners in the class were: Second place awards, Mrs. E. J. Schmich, Shamrock; Mrs. W. J. Tiger, Iris; Mrs. F. Titchey, Ivy; Rose Garden Club arrangement by Mrs. Frank Schtek and Mrs. William Dansey; Mrs. Walter McBride, Elmhurst club; and honorable mention, Tulip Club.

In the Christmas mantle arrangements Mrs. Mark Smith, Ivy, and Mrs. Frank Schlek, Rose, were awarded first place. Second place winners were Mrs. George Schriener, Iris; Mrs. George Sink, Rose, and Mrs. Clarence Jonas, Shamrock. Mrs. Lester J. McCall, Iris, won third place.

Mrs. Paul Larch, Rose; Mrs. John Margaram, Ivy; Mrs. Oils Dull, Rose, and Mrs. William Auman, Ivy, won first prize in the Christmas door arrangement and Mrs. C. R. Atkinson, Ivy, was a second place winner. Mrs. Earl Black, Tulip; Mrs. Mark Smith, Ivy, and Mrs. George Lank, Shamrock, were third place winners.

Winners of the evergreen arrangements were: First, Mrs. Fred Lee, Elmhurst; Mrs. Clarence Jonas, Shamrock; Mrs. F. J. Schiek, Rose; Mrs. J. Schwartz, Rose. Second place went to Miss Vernie Dickerson, Shamrock; Mrs. William Rows, Ivy; Mrs. William Auman, Ivy, and Mrs. T. W. McKinney, Iris. Mrs. C. R. Atkinson, Ivy, and Mrs. John Margaram, Ivy, were third place winners.

For the winter corsage, Mrs. William Auman, Ivy; Mrs. Mark Smith, Ivy, and Mrs. W. F. Mueller, Rose, placed first, and Mrs. Opal Sullivan, Shamrock, placed second. Entries of one kind of flower by Mrs. Frank Flaiseher, Tulip, and Mrs. Francis Nelson, Ivy, each won first place. First prize winners in the line arrangements were Mrs. William Gardner, Rose; Mrs. Clarence Jonas, Shamrock, and Mrs. Carl Wolf, Ivy. Second place winners included Mrs. Francis Nelson, Ivy; Mrs. Lester Myers, Elmhurst, and Mrs. Wesley Goss, Elmhurst.

Mrs. May Smith, Ivy, and Mrs. C. D. Jonas, Tulip, placed first in the terrarium exhibit. Second honors went to Mrs. L. J. McCall, Iris; Mrs. W. F. Mueller, Rose; Mrs. J. Schwarzkopf and Mrs. W. Hanson, Rose. Third place went to Mrs. Agnes Thron, Shamrock, and Mrs. Schwartzkopf.

Mrs. Marge Smith, Ivy, and Mrs. C. W. McKinney, Iris, placed first in the dish garden class, and Mrs.

such payments for both trolley coaches and motor bus operation on the City's streets and other public places; and

WHEREAS, the City and the Corporation have met and agreed upon a revision of such payments upon the terms and conditions hereinafter contained; and

WHEREAS, said agreements dated October 30, 1939, and August 11, 1941, as amended and modified by said agreements dated July 27, 1942, December 5, 1947, and September 27, 1949, all of which have been heretofore called "Present Franchise Agreements", provide, as further consideration for the use of the City's streets and other public places in and for the operation of trolley coaches in the said local transportation system, that the Corporation shall effect certain track removals and pavement restorations in and on certain streets and public places as provided by the Present Franchise Agreements; and

WHEREAS, certain of the said track removals and pavement restorations have been effected in advance of the time provided therefor by the Present Franchise Agreements, but certain other of the said track removals and pavement restorations have not been effected, and will not be required to be effected, and will not be required to be effected until the expiration of certain periods specified in the Present Franchise Agreements, other than the cessation of the national emergency; and

WHEREAS, the City, by reason of the deterioration and present condition of these streets and public places on and in which the said trolley coaches have moved and pavement restored as aforesaid, desires to accelerate said track removal and pavement restoration program as provided in the Present Franchise Agreements, and to that end has requested the Corporation to pay to the City, as a part of the consideration for the use of the City's streets and other public places in the operation of trolley coaches in said local transportation system, an amount of money substantially equal to the estimated present cost to the Corporation of fully completing all track removals and pavement restorations remaining to be completed under the Present Franchise Agreements; and

WHEREAS, the Corporation is willing to pay as franchise fees the amount of money hereinafter specified upon the terms and conditions hereinafter contained, in lieu of all of its remaining obligations and duties now contained in the Present Franchise Agreements with respect to track removals and pavement restorations; and

WHEREAS, the parties hereto desire to modify the Present Franchise Agreements so as to establish new and different franchise fees, constituting a part of the consideration to be paid by the Corporation for its use of the City's streets and other public places in the operation of trolley coaches and motor buses in said local transportation system; and as further consideration to be paid by the Corporation for its use of the City's streets and other public places in the operation of trolley coaches, to provide for certain monetary payments in lieu of the Corporation's track removal and street restoration duties and obligations, all upon the terms and conditions hereinafter contained;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto have by covenant and agree as follows:

ARTICLE I

New Franchise Fees

Section 1. For the use of the City's streets and other public places during the year 1949 in the operation of the Corporation's trolley coaches and motor buses, the Corporation, in addition to all payments heretofore made therefor under the Present Franchise Agreements, hereby releases, surrenders, transfers and sets over to the City all right, title and interest of the Corporation in and to all moneys now held by the City in the Trolley Coach Street Maintenance Fund provided for by Section 2 of said agreement dated August 11, 1941, or in the Trolley Coach Street Renewal Fund provided for by Section 3 of said agreement dated August 11, 1941; and the Corporation hereby waives, relinquishes and surrenders its right, under and in accordance with Section 2 of said agreement dated August 11, 1941, to have said moneys now held by the City in said Trolley Coach Street Maintenance Fund credited and applied on any franchise fees subse-

On the Following		Between the Following Named Streets
South Wayne Avenue	Creighton Avenue	and Kinnaird Avenue
South Wayne Avenue	Rudisill Boulevard	at a point south of Maxine Drive (and of Oxford Street and Anthony Boulevard
Warsaw Street	Pontiac Street	
Oxford Street	Warsaw Street	
Spy Run Avenue	400 feet north of St.	and Parnell Avenue
Stata Street	Spy Run Avenue	and Rudisill Boulevard
Calhoun Street	Pontiac Street	

quently payable by the Corporation. The Corporation agrees that all moneys in either of said funds may be used by the City at such time or times and in such manner as the City deems advisable for the maintenance, repair, restoration and renewal of any of the moneys of the streets and public places in the City of Fort Wayne upon which the Corporation regularly operates trolley coaches and/or motor buses.

Section 2. The Corporation, as part consideration for the use of the City's streets and other public places for the calendar year 1950 and each subsequent year (unless modified as hereinafter provided) in the said operation of the Corporation's trolley coaches and motor buses, agrees to pay a franchise fee for the calendar year 1950 and each subsequent year in an amount equal to the following:

For the Calendar Years 1950-1954, 1.5% of the first \$1,000,000 of the Corporation's passenger revenues in each such year

Plus 1.5% of the next \$500,000 of the Corporation's passenger revenues in each such year

Plus 1.5% of all the Corporation's passenger revenues in each such year in excess of \$1,500,000

For All Subsequent Calendar Years 1.5% of the first \$1,000,000 of the Corporation's passenger revenues in each such year

Plus 1.5% of the next \$500,000 of the Corporation's passenger revenues in each such year

Plus 1.5% of all the Corporation's passenger revenues in each such year in excess of \$1,500,000

Provided, however, that in no event shall the franchise fee payable for the year 1950 and for any subsequent calendar year until such franchise fee is modified, as hereinafter provided, be less than the sum of Six Thousand Dollars (\$13,000.00).

The amount of said annual franchise fee shall be paid upon the following terms and conditions:

(1) On or before the 15th day of June in each such year, the Corporation shall pay to the Controller of the City the sum of Six Thousand Five Hundred Dollars (\$13,000.00).

(2) On or before thirty (30) days after the thirty-first (31st) day of December in each such year, the Corporation shall make and file with the Board of Public Works of the City a statement, verified by the president, a vice-president, the treasurer or an assistant treasurer of the Corporation, showing the total amount of the Corporation's passenger revenues for such calendar year, and the amount of the franchise fee due for such year calculated in accordance with the foregoing schedule of percentages of passenger revenues; and

(3) The amount of said annual franchise fee remaining to be paid after deducting the said payment of Six Thousand Five Hundred Dollars (\$13,000.00) shall be paid in full by the Corporation on or before the 15th day of June in each such year.

The Corporation, concurrently with the making and filing of said verified statement, shall pay to the Controller of the City the amount shown by said statement to be then due to the City.

Section 3. All amounts of money paid by the Corporation to the City under and pursuant to this Article I from time to time hereafter, shall be received, placed and held by the City in a special separate and specific fund called the "Transit Franchise Fund", and under the jurisdiction, control and ownership shall be used and applied at any time and from time to time by the City, in such manner as it deems advisable, for the purpose, and for no other purpose, of the maintenance, restoration and renewal of the streets and other public places in the City of Fort Wayne upon which the Corporation is then regularly operating trolley coaches and/or motor buses in

said local transportation system.

Section 4. On the termination of the period ending on December 31, 1949, and on the termination of each and every ten (10) year period thereafter, either party hereto may, upon and by giving at least ninety (90) days advance written notice in writing prior to the expiration of such period, request a revision of the franchise fee for trolley coaches and motor buses, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new franchise fee shall become and remain in full force and effect, shall be paid by the Corporation, and shall be held and applied by the City as provided in the immediately preceding paragraph until any other franchise fee revision in accordance with the provisions of this paragraph, which other or further franchise fee as so revised shall be held and applied by the Corporation and shall be held and applied by the City as provided in the immediately preceding paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of any such period, then such franchise fee revision shall be submitted to a board of arbitration, which board shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, in the meantime, the provisions of the Corporation, shall continue in full force and effect, and the franchise fee for trolley coaches and motor buses to become effective and remain in force and effect for the next ten (10) year period following the expiration of the period in which the aforesaid public was given and for each ten (10) year period thereafter, until further revised in accordance with the provisions of this paragraph, and all such franchise fees shall be held and applied by the said board of arbitration shall be paid by the Corporation and shall be held and applied by the City as provided in the immediately preceding paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

In case the Corporation shall default in making any of the aforesaid payments of franchise fees, and such default shall constitute for a period of sixty (60) days after written notice thereof shall have been given to the Corporation by the City, the City shall have the right, at its election, to terminate this agreement by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the president of the Corporation.

ARTICLE II

Salvage of Corporation's Track Removal And Street Restoration Duties And Obligations

Section 1. The Corporation, in lieu of performing and carrying out each and all of its duties and obligations provided for in any one or more of the Present Franchise Agreements in any way related to track removals and street restorations remaining to be performed by the Corporation, agrees to pay to the City, as further consideration for the Corporation's right to use the City's streets and other public places in the operation of its trolley coaches in said local transportation system, the following payments (each such payment to be, and to be construed to be, applicable to the consideration to be paid for the use of the City's streets and other public places by trolley coaches as aforesaid in the year in which such payments shall be made) namely, to wit:

The sum of Twenty-Seven Thousand Two Hundred and Twenty Dollars (\$27,220.00) in each, on the thirty-first (31st) day of December, 1949, and a like amount on the first day of each of the calendar years 1950-1953, both inclusive.

Section 2. All amounts of money paid by the Corporation to the City under and pursuant to Section 1 of this Article II shall be received, placed and held by the City in said Transit Franchise Fund, and under its sole jurisdiction, control and ownership shall be used and applied at any time and from time to time by the City in such manner as it deems advisable for the sole purpose of the restoration or restoration of the following streets:

On the Following		Between the Following Named Streets
South Wayne Avenue	Creighton Avenue	and Kinnaird Avenue
South Wayne Avenue	Rudisill Boulevard	at a point south of Maxine Drive (and of Oxford Street and Anthony Boulevard
Warsaw Street	Pontiac Street	
Oxford Street	Warsaw Street	
Spy Run Avenue	400 feet north of St.	and Parnell Avenue
Stata Street	Spy Run Avenue	and Rudisill Boulevard
Calhoun Street	Pontiac Street	

In case the Corporation shall default in making any of the aforesaid payments and such default shall constitute for a period of sixty (60) days after written notice thereof shall have been given to the Corporation by the City, the City shall have the right, at its election, to terminate this agreement by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the president of the Corporation.

Section 3. All tracks, rails and ties, together with their appurtenances, of the Corporation remaining in the streets and public places of the City of Fort Wayne at the date of this agreement and not then used for any railway operation whatsoever, shall concurrently with this agreement's being in full force and effect become the full and absolute property of the City without any further act or deed. All tracks, rails and ties, together with their appurtenances of the Corporation remaining in the streets and public places of the City of Fort Wayne at the date of this agreement, but not used for any kind of railway operation whatsoever, shall remain the property of the Corporation until it is no longer used for any kind of railway operation, and thereupon without any further act or deed, shall become the full and absolute property of the City. The Corporation may, in its discretion, or shall at the request of the City, execute such other and further instruments and papers as are deemed advisable to further evidence the vesting of title and ownership of the City in said tracks, rails, ties and appurtenances as aforesaid.

Section 4. The aforesaid covenants and agreements of the Corporation contained in this Article II, shall be in full force and effect, and the performance of all requirements under the Present Franchise Agreements, or any of them, and the laws of the State of Indiana in respect to track removals and pavement restorations shall be affected under the Present Franchise Agreements. All track removals and pavement restorations heretofore, in accordance with the provisions of the Present Franchise Agreements, or any of them, are hereby ratified, approved and confirmed by the City and accepted by it in full release, discharge, satisfaction and performance of all of the requirements as aforesaid.

ARTICLE III

General And Miscellaneous

Section 1. Except as expressly modified by this agreement, all the terms and conditions of the Present Franchise Agreements shall remain in full force and effect.

Section 2. This agreement, and each and all the terms and provisions thereof, shall be binding upon, and shall inure to the benefit of, the successors, assigns and heirs of the Corporation and assign, and shall be in full force and effect from and after the date of this agreement's being approved by ordinance duly adopted by the Common Council of the City of Fort Wayne.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF FORT WAYNE, INDIANA
By: WALTER C. VETTER,
FRANK J. DEWITT,
CHAUNCEY L. GRIFFITH,
Its Board of Public Works.

All of:
JOSEPH M. SCHWARTZ, Secretary,
Approved as to form and legality:
HARRY M. HILGEMANN, City Attorney,
FORT WAYNE TRANSIT, INC.
By: DONALD D. WALKER,
President.

All of:
EDWARD T. SCHELE, Secretary,
Public notice is further given that said Board of Public Works did also fix the time at which said agreement shall be finally considered and acted on at 10:00 o'clock, A.M., C.S.T., at the regular meeting place of said Board of Public Works in the City Hall in said City of Fort Wayne, Indiana, at which time and place a petition for its ratification and withdrawal and taxpayers may appear and file protest against any and all of the provisions in said agreement.

WALTER C. VETTER,
FRANK J. DEWITT,
CHAUNCEY L. GRIFFITH,
Board of Public Works of the City of Fort Wayne.

All of:
JOSEPH M. SCHWARTZ, Secretary,
Nov. 26, Dec. 3, 1949.

NOTICE TO TAXPAYERS

Public notice is hereby given that the Board of Public Works of the City of Fort Wayne, in Allen County, Indiana, desiring to enter into an agreement with Fort Wayne Transit, Inc., did at a meeting of said Board of Public Works, held on the 25th day of November, 1949, determine the exact form in which said agreement is to be finally adopted, which form is in words and figures, as follows:

THIS AGREEMENT made and entered into this _____ day of _____, 1949, by and between the City of Fort Wayne (hereinafter called the "City"), a municipal corporation in the County of Allen and State of Indiana, acting by and through its duly authorized Board of Public Works, Party of the First Part, and Fort Wayne Transit, Inc., hereinafter called the "Corporation", an Indiana corporation, Party of the Second Part,

WITNESSETH:

WHEREAS, the City gave and granted to the Indiana Service Corporation (herein referred to as "Predecessor Corporation"), an Indiana corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain trolley coaches and motor buses upon certain streets and public places under and in accordance with certain terms and conditions, all as provided by those certain agreements dated October 30, 1939, and August 11, 1941, respectively, between the City and the Predecessor Corporation, duly approved and confirmed by the Common Council of the City on November 7, 1939, and August 28, 1941, respectively, as supplemented and modified by those certain agreements dated July 27, 1942, and December 5, 1947, respectively, duly approved and confirmed by the Common Council of the City on August 11, 1949, and December 23, 1949, respectively; and

WHEREAS, the Corporation acquired from the Predecessor Corporation, on April 30, 1949, and now operates, the local passenger transportation system in the City of Fort Wayne, furnishing transportation to the public in said City by means of trolley coaches and motor buses and become the successor in interest to the Predecessor Corporation in, to and under all of said franchise agreements; and

WHEREAS, the City and the Corporation entered into an agreement dated September 27, 1949, further amending and supplementing the aforesaid franchise agreements, and the said agreement dated September 27, 1949, was duly approved and confirmed by the Common Council of the City on September 27, 1949, and August 11, 1949, respectively;

WHEREAS, Section 2 of said agreement dated October 30, 1939, and Section 2 of said agreement dated August 11, 1941, specify a portion of the consideration to be paid by the Corporation and its predecessors for the use of the City's streets and other public places in and for the operation of trolley coaches in the said local transportation system; and Section 4 of said agreement dated October 30, 1939, specifies that the Corporation and its predecessors for the use of the City's streets and other public places in and for the operation of trolley coaches in the said local transportation system;

WHEREAS, said amount of money was so payable for an initial period ending October 30, 1949, with the right and privilege of the City or the Corporation upon and by giving at least ninety (90) days advance written notice prior to the termination of such period to request a revision, as of the termination of such initial period, of the amount of such payments, and the City, pursuant to and in accordance with the provisions of said agreements dated October 30, 1939, and August 11, 1941, gave due and proper written notice to the Corporation requesting a revision of

Before 102,000

lurers Country Club on the city's outskirts, while youthful George Sawyer escorted his Navy hopefuls to the Pine Valley Golf Club in New Jersey.

Cold, cloudy weather awaits the 102,000 fans, including President Truman, who will watch the two service eleven collide for the fiftieth time at 1:30 (EST) in sprawling Municipal Stadium.

The Navy's 3,400 Midshipmen and Army's 2,000 Cadets are

scheduled to reach the stadium on special trains shortly before game time. Every seat for the classic has long since been sold, and millions of fans throughout the world will watch the tussle on television or listen in by radio and short wave.

Army Favored
Army, boasting a string of 19 games without defeat and carried only by two ties, goes into the game a heavy favorite against the Cadets. The Cadets have a little of everything, including burning speed, and they fully rate the choice.

Navy has not had a successful season. The Midcoast have won only three while losing four and tying another. Against mutual foes—Penn and Columbia—Army looked much the more powerful and versatile.

Still, it is an honored axiom that nobody knows what is going to happen when Army and Navy collide. Almost invariably, the underdog plays over his head in this one. Last year the Midcoast had lost eight straight to earlier foes, yet they fought the Cadets to a blazing 21-21 tie.

The score, however, does not exactly tell the story. Army authorities kept quiet about it at the time. The fact was that most of the West Point players were ill from something they had eaten on Thanksgiving Day.

For another thing, both Fullback Gil Stephenson and Bobby Jack Stuart, Army's All-American halfback, were so crippled from leg injuries received in practice that they saw scarcely any service and were entirely ineffective.

This time it will be different. The Cadets are at full strength and they looked extremely healthy as they passed through here yesterday. They are very anxious to exact revenge for last year, and the feeling of this observer, at least, is that Blaik's terrors will win going away.

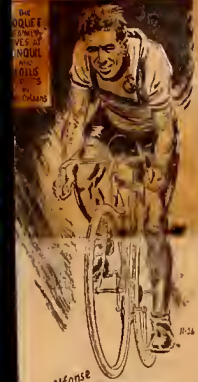
Following are the probable starting lineups:

Army
LE—Dan Foldberg, Dallas, Tex.
LT—Bennie Davis, McAlester, Okla.
LG—Bob Lunn, Spring Valley, Ill.
C—Ray Malasowicz, Garfield, N. J.
RG—James Irons, Dayton, O.
RT—William Hens, Drexel Hill, Pa.
RE—Bill Kellum, Haysville, La.
QB—Arnold Galiffa, Donora, Pa.
LB—Jim Cain, Raleigh, N. C.
RB—Frank Fischl, Allentown, Pa.
FB—Gil Stephenson, Columbus, Ge.

Navy
LE—Ronald Andersen, Brooklyn, N. Y.
LT—Paul Tetreault, Greenfield, Mass.
LG—George Mahoney, Casper, Wyo.
C—Bill Bryson, Rome, Ga.
RG—Dave Ridderhof, Los Angeles
RT—Bob Brennaman, Great Neck, N. Y.
RE—Phil Ryan, Goodhue, Minn.
QB—Bob Zestrow, Algona, Wis.
LB—Frank Haufl, St. Louis, Mo.
RB—Bill Powers, Bryan, Tex.
FB—Dave Bennerman, Carolina Beach, N. C.

Referee: Leroy J. Kelley, Dartmouth
umpire, D. Leo Daley, Boston College
linemen, Philip Genthner, NYU; field judge, Fred Wallace, Washington; Kickoff—1:30 EST.

ve It or Not!



SCORES

LADIES MINOR

Standings	W	L
House of Golden	27	9
Call Motor Sales	26	10
Inca 833	24	12
Eve's Place—Oswan	22	14
Bob & Bud's	22	14
Sovan-Up	20	16
Brouwer's T & B	10	17
Uhlrig Machine Shop	18	18
Old Crown Ale	18	18
Lanternier Floral	15	21
Suburban Delivery	15	21
Moyalt Inn	15	21
Brendale Hot Shots	15	21
Sears Tele-Vision	14	22
Giant's Market	13	23
Main Auto Machine Motors	13	23
A&O Sweet Shop	12	24
Wayne Pump AA	12	24

Inde 167, Bowman 191, Brook 186, Boedeker 177-176, Kraft 177, Squire 178, Hoge 194, Johnson 178, Konger 172, Reinhold 189, Hermeler 176, Lee 176, Shifner 175, Merlin 186, Drewitt 170, Eikelberry 167, Leonard 171

500 Series—Dodane 503, Moltett 511, Kenline 571, Gillette 543, Des Granges 513, Hockemeyer 553, Skevington 526, Freck 506.

LADIES CITY

Hulners Parle	600 684 707
Wilson Cleaners	727 684 721
Frankie Insurance	654 601 652
Fort Wayne Lumber	712 636 743
Old Crown Ale and Beer	759 773 602
Kelly's Flying Service	759 753 728
Pine Tap	787 716 737
Vesey's Flowers	635 774 744
Standard Lumber	744 768 732
Jackson Motors	676 761 744
Dale's Drive Inn	781 754 613
Lauren's Florists	654 769 705
Hoodier Electric	603 760 695
Kuchmann's Chips	708 747 776
Balmon's Chicken	731 761 744
Allen Dairy No. 2	725 635 703
Allen Dairy No. 1	712 607 694

High Scores—Porter 174, Taylor 177, Schoppman 176, Jackson 178, Scott 178, Hobb 174, Manor 175, Crowell 175, Drexler 174, Mann 174, Toming 177, Stoddard 172, Delagrane 176, Johnson 172, Doach 170-203, Steele 173-170, Miller 181-171, Blachoff 171-171, Eber 184-170, 500 Series—Lena 507, Brown 540, Woods 526, Boedeker 501, Whitehouse 540.

LINCOLN LIFE

Critics	439 428 400
Pennies	394 473 501
Debatore	460 467 441
Kinkoike	435 476 543
Circuit Riders	445 503 463
Sculptors	370 405 392
Generale	384 420 419
Presidents	417 456 425
Leevurers	324 362 387
Rivols	446 469 508
Opponents	423 426 481
Patenters	403 358 400
Collectors	410 427 400
Reliefers	403 406 461
Orolores	460 417 441
Honest Abe's	391 430 436
Speakers	413 440 423
Pioneers	401 449 472

High Scores—Walborn 462, Meyere 467.

PURDUE CENTER BOOSTERS

Nickel Plate Freight	745 748 801
Gollers Cleaners	750 723 707
Zina Standard Service	623 709 741
Shorley's Services	610 635 704
Conco Stokers	766 728 704
Zakay Dairy	766 728 704

PENNSYLVANIA RAILROAD

Manna Van Limited	670 783 787
Broadway Limited	760 777 709
General	770 756 723
Troll Blazer	618 766 740
Pennsylvania Limited	768 844 838
Liberty Limited	789 809 851
Admiral	665 833 748
Rainbow	765 835 766

200 Series—Dennis 204, D. Marquardt 210.

SCOTT'S THURSDAY OWL

Spring St. Auto Service	800 842 810
Scott's Recreation	807 780 791
Soderquist's Jets	780 792 851
Morlin Coal Co.	670 840 813
Last Floor	610 810 800
CV No. 1	612 801 706
Wappes	727 813 876
CV No. 2	863 704 787
CV No. 3	827 817 811

200 Series—Woods 209, Cordes 215, Jacobs 229, Winesgar 205-220, Myers 220, Mommy 200.

500 Series—J. Fisher 634.

LEINIRE

Brand's Catering Service	700 760 688
Team No. 6	698 694 643
S. S. Kresge & Co.	704 781 648
GMC Trucks	683 691 624
Twentieth Century Lunch	685 670 718
London Furniture Co.	738 501 691
High Scores—Niles 172, Wolford 209, Sircup 170, Hanson 180	
500 Series—Lang 532, Slagle 503,	

Team Standings

Spring Street Liquor	700 671 704
Crystal Bar	722 638 672
City Glass	601 648 678
Cress Market	624 623 551
Colony Tea Room	645 632 609
Fairfield Market	642 659 631

High Scores—Labrillo 173.

MOOSEHART LADIES TUES. T.M.

Cherry Motors Inc.	623 677 643
"50" Club	690 632 747
Wolfe Tavern	687 657 656
Donney No. Market	671 682 635
El-Mor Shop	693 697 612
PonViac Cafe	654 705 621
The Varsity Club	641 624 719
Jess Whitelock P&H	588 709 710
Denig Cleaners	630 676 633
No. 10	588 602 619
Auto Exchange	587 509 614
Christ Place	545 640 516
High Scores—Brown 163, B. Slanski 164, B. Slanski 163, Borcherding 163, Slanski 174, B. Slanski 163	

COURT LADIES MAJOR

Frank Scholz Inc.	607 756 808
Howard's Camera Shop	659 827 839
Old Crown Ale & Beer	616 801 774
Blondy's	634 730 628
Italy's	729 810 808
Playfair Sales	611 806 634
Black Motor Service	622 828 757
Berghoff Grlce	641 806 878
High Scores—Rump 100, Porin 100, Hockemeyer 175, Herrick 184-165, Bence 171, Romary 163, Hawk 168, Pak 176, Englebrecht 163, Marks 172, Thomas 177, Packer 166, Cox 178, S. Miller 177.	

500 Series—Board 572, Lenz 510, Kelly 504, Kessler 605, Nahlan 552, Hammon 635, Swihart 503, Robinson 515, Chaw 520, Cromly 512, Unrick 522, Goll 519, Miller 553, A. Rump 507.

ALLEN COUNTY LIONS

Lion Talle	617 707 630
Herlan	744 815 780
Wayoedale	881 896 763
Lion Tonnars	781 837 715
Lion Roars	783 761 820
Tail Twisters	744 815 748
200 Series—Johnson 200, Heavely 230, Barber 210.	
600 Series—P. Smith 615	

ELKS TUESDAY NIGHT

Ankles	760 810 811
Tails	897 802 821
Hides	787 861 781
Nostrils	817 707 831
Tongues	830 770 721
Feet	760 728 703
Ears	740 802 728
200 Series—Adams 200, Boedeker 214, Alay 210, Clouse 230, D. Miller 200, W. Krull 202.	
600 Series—Hockenrider 600.	

MMA 8:30 MONKENS

Minicollanerie	805 730 770
Chancy Motors	701 670 730
Coat	844 780 718
Methods & Dates	835 771 617
Planning	824 807 853
Machine Repair	788 817 837
Frames	813 783 741
Cabs	757 780 793
Depl 26	817 831 871
Bob & Bud's	877 800 810
200 Series—Eber 211, Bower 231, Anderson 205, Miller 212, Fowler 262-261, Ryan 265, Taylor 211, Schurr 202, D. Brooks 202.	
600 Series—Schaeffer 612,	

Iron activity the reason Hunterlog

HIGH SCHOOL BASE

KENDALLVILLE 46, GARRETT 36

Kendallville's	G. F. T. Garrett	G. F. T.
Thropp	7 0 10 Underhich	3 1 8
L. Horney	3 0 0 Harper	3 0 0
Thomas	3 0 0 Clark	7 4 1
Wiles	1 0 2 Feaster	2 1 1
Gleager	2 0 4 Dawson	0 0 0
Call	0 0 0 Shull	0 0 0
J. Hornet	1 1 3	
Good	2 0 4	
Sobeslay	1 0 2	
Totale	20 8 40	14 8 20

Half Score—Kendallville 10-8.

Officials—McCoy, Lelman.

Preliminary Score—Kendallville 37-27.

HUNTINGTON 36, WABASH 32

Hunt's	G. F. T. Wabash	G. F. T.
Parwater	2 0 4 Thompson	0 0 0
Miller	1 0 2 Miller	7 0 0
Shultz	2 0 4 Wilson	3 7 1
Poe	0 0 0 Driscoll	0 0 0
Wiles	0 1 3 Oger	1 3 0
Harris	0 1 1 Decker	0 2 0
Bond	3 1 7 Williams	0 2 0
Hum	5 3 13 Vrooman	0 1 0
Renberger	1 1 1	
Totals	14 8 36	7 18 36

Half Score—Huntington 18-10.

Officials—Millers, Walker.

Preliminary Score—Wabash 27-17.

HOWE MILITARY 40, LIMA 37

Howe	G. F. T. Lima	G. F. T.
Justice	5 4 14 Woodward	2 2 8
Shields	0 2 14 Friend	2 2 8
Yon	1 1 3 Miller	3 4 11
Noidalla	1 0 3 Krum	6 1 11
Pruett	0 1 1 Weber	1 4 8
Reynolds	3 2 8	
Totals	10 11 47	12 15 38

Half Score—Howe Military 33-14.

Officials—Collyer, Siebing.

GE SMALL NOTED

Models	811 874 811
Inspection	708 793 798
Production	814 800 818
Pinling	794 820 819
OnVing	641 812 811
Cool	754 855 818
Tools	763 822 798
R. & R.	742 803 827
Office	781 834 828
Punch Press—Farfelled,	
Planning	810 881 831
Test	845 798 818
200 Series—Proch 207, Surface 200, Wexley 210, Whomeller 200, Bladd 204, Bics 200.	

KNIGHTS OF COLUMBUS

Gevels	708 769 811
Shietel	701 740 811
Pinlas	711 700 771
Thirl Heggie	773 720 691
Musis	624 780 811
Niles	716 700 691
Santa Maria	662 762 711
Columbiana	724 763 711
200 Series—Mann 224, Miller 200, Jun 207, Sircup 202,	

such payments for both trolley coaches and motor bus operation on the City's streets and other public places; and WHEREAS, the City and the Corporation have met and agreed upon the terms and conditions hereinafter contained; and WHEREAS, said agreements dated October 30, 1939, and August 11, 1941, as amended and modified by said agreements dated July 27, 1942, December 5, 1947, and September 27, 1949, all of which five agreements are sometimes collectively hereinafter called "Present Franchise Agreements", provide, as further contained and set forth in the City's streets and other public places in and for the operation of trolley coaches in the said local transportation system, that the Corporation shall effect certain track removals and pavement restorations in and on certain streets and public places, all as provided by the Present Franchise Agreements; and WHEREAS, certain of the said track removals and pavement restorations have been effected in advance of the time provided herefor by the Present Franchise Agreements, but certain other of the said track removals and pavement restorations have not been effected, and will not now be required to be effected until the expiration of the periods specified in the Present Franchise Agreements, after "the cessation of the national emergency"; and WHEREAS, the City, by reason of the deterioration and present condition of those streets and public places on and in which track still remains to be removed and pavement restored as aforesaid, desires to accelerate said track removal and pavement restoration program as provided in the Present Franchise Agreements, and to that end has requested the Corporation to pay to the City, as a part of the consideration for the use of the City's streets and other public places in the operation of trolley coaches in said local transportation system, an amount of money substantially equal to the estimated present cost to the Corporation of fully completing all track removals and pavement restorations remaining to be completed under the Present Franchise Agreements; and WHEREAS, the Corporation is willing to pay as franchise fees the amount of money hereinafter specified upon the terms and conditions hereinafter contained, in lieu of all of its remaining obligations and duties now contained in the Present Franchise Agreements with respect to track removals and pavement restorations; and WHEREAS, the parties hereto desire to modify the Present Franchise Agreements so as to establish new and different franchise fees, constituting a part of the consideration to be paid by the Corporation for its use of the City's streets and other public places in the operation of trolley coaches and motor buses in said local transportation system; and, as further consideration to be paid by the Corporation for its said use of the City's streets and other public places in the said operation of trolley coaches, to provide for certain monetary payments in lieu of the Corporation's track removal and street restoration duties and obligations, all upon the terms and conditions hereinafter contained; NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto hereby covenant and agree as follows: ARTICLE I New Franchise Fees Section 1. For the use of the City's streets and other public places during the year 1948 in the operation of the Corporation's trolley coaches and motor buses, the Corporation, in addition to all payments heretofore made therefor under the Present Franchise Agreements, hereby releases, surrenders, transfers and sets over to the City all right, title and interest of the Corporation in and to all moneys now held by the City in the Trolley Coach Street Maintenance Fund provided for by Section 3 of said agreement dated August 11, 1941, or in the Trolley Coach Street Renewal Fund provided for by Section 3 of said agreement dated August 11, 1941; and the Corporation hereby waives, relinquishes and surrenders its right, under and in accordance with Section 2 of said agreement dated August 11, 1941, to have said moneys now held by the City in said Trolley Coach Street Maintenance Fund expended and applied on any franchise fees subsequently payable by the Corporation. The Corporation agrees that all moneys in either of said funds may be used by the City at such time or time and in such manner as the City deems advisable for the maintenance, repair, restoration and renewal of any of one or more of the streets and public places in the City of Fort Wayne upon which the Corporation regularly operates trolley coaches and/or motor buses. Section 2. The Corporation, as part consideration for the use of the City's streets and other public places for the calendar year 1950 and each subsequent year, unless modified as hereinafter provided, in the said operation of the Corporation's trolley coaches and motor buses, agrees to pay a franchise fee for the calendar year 1950 and each subsequent year in an amount equal to the following: For The Calendar Years 1950-1954, Both Inclusive 1/2% of the first \$1,000,000 of the Corporation's passenger revenues in each such year Plus 1% of the next \$500,000 of the Corporation's passenger revenues in each such year Plus 1 1/2% of all the Corporation's passenger revenues in excess of \$1,500,000 For the Subsequent Calendar Years 1/2% of the first \$1,000,000 of the Corporation's passenger revenues in each such year Plus 1% of the next \$500,000 of the Corporation's passenger revenues in each such year Plus 2% of all the Corporation's passenger revenues in excess of \$1,500,000; and, however, that in no event shall the franchise fee payable for the year 1950 and for any subsequent calendar year until such franchise fee is modified, as hereinafter provided, be less than Thirteen Thousand Dollars (\$13,000.00). The amount of said annual franchise fees shall be paid upon the following terms and conditions: (a) On or before ten (10) days after the thirty-first (31st) day of June in each year, the Corporation shall pay to the Controller of the City the sum of Six Thousand Five Hundred Dollars (\$6,500.00). (b) On or before thirty (30) days after the thirty-first (31st) day of December in each such year, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City a statement, verified by the president, a vice-president, the treasurer or an assistant treasurer of the Corporation, showing the total amount of the Corporation's passenger revenues for such year, the total amount of the franchise fee due for such year calculated in accordance with the foregoing schedule of passenger revenues, and the amount of said annual franchise fee remaining to be paid after deducting the said payment of Six Thousand Five Hundred Dollars (\$6,500.00) provided, however, that if the total amount of said annual franchise fee calculated as aforesaid is less than Thirteen Thousand Dollars (\$13,000.00), the statement shall show that the amount then remaining to be paid is Six Thousand Five Hundred Dollars (\$6,500.00) and that the said minimum annual franchise fee of Thirteen Thousand Dollars (\$13,000.00) shall be fully paid. The Corporation, concurrently with the making and filing of said statement, shall pay to the Controller of the City the amount shown by said statement to be then due to the City. Section 3. All amounts of money paid by the Corporation to the City under and pursuant to this section at any time and from time to time hereafter, shall be received, placed and held by the City in a special separate and specific fund called the "Franchise Fee Fund", and the jurisdiction, control and ownership shall be used and applied at any time and from time to time by the City, in such manner as it deems advisable, for the purpose, and for no other purpose, of the maintenance, repair, restoration and renewal of the streets and other public places in the City of Fort Wayne upon which the Corporation is then regularly operating trolley coaches and/or motor buses in

said local transportation system. Section 4. On the termination of the period ending on December 31, 1959, and on the termination of each one, every ten (10) year period thereafter, either party hereto may, upon and by giving at least ninety (90) days' advance written notice in the termination of such period, request a revision of the franchise fees for trolley coaches and motor buses, and thereupon the parties hereto shall meet and agree upon a new franchise fee. If possible, which new fee shall become and remain in full force and effect, shall be paid by the Corporation, and shall be held and applied by the City as provided in the immediately preceding paragraph until any other or further franchise fee revision in accordance with the provisions of this paragraph, which other or further franchise fee revision shall be paid by the Corporation and shall be held and applied by the City as provided in the immediately preceding paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of any such period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, two of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for trolley coaches and motor buses to become effective and remain in force and effect for the ten (10) year period immediately following the period in which the aforesaid notice was given and for each ten (10) year period thereafter, until further revised in accordance with the provisions of this paragraph, and all such franchise fees so determined by the board of arbitration shall be paid by the Corporation and shall be held and applied by the City as provided in the immediately preceding paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto. In case the Corporation shall default in making any of the aforesaid payments of franchise fees, and such default shall continue for a period of sixty (60) days after written notice thereof shall have been given to the Corporation by the City, the City shall have the right, at its election, to terminate this agreement by resolution duly adopted by the Common Council of the City and approved by the Mayor, and by serving a copy thereof upon the president of the Corporation. ARTICLE II Satisfaction Of Corporation's Track Removal And Street Restoration Duties And Obligations Section 1. The Corporation, in lieu of performing and carrying out each and all of its duties and obligations provided for in any one or more of the Present Franchise Agreements in any way related to track removals and street restorations remaining to be performed by the Corporation, agrees to pay to the City, as further consideration for the Corporation's right to use the City's streets and other public places in the operation of its trolley coaches in said local transportation system, the following payments (each such payment to be, and to be contained to be, applicable to the consideration to be paid for the use of the City's streets and other public places by trolley coaches as aforesaid in the year in which such payments shall be made, namely, to wit: The sum of Twenty-Seven Thousand Two Hundred and Twenty Dollars (\$27,220.00) in cash, on the thirty-first (31st) day of December, 1949, and an amount on the first (1st) day of May in each of the years 1950-1953, both inclusive. Section 2. All amounts of money paid by the Corporation to the City under and pursuant to Section 1 of this Article II shall be received, placed and held by the City in said Transit Franchise Fund, and under its sole jurisdiction, control and ownership shall be used and applied at any time and from time to time by the City in such manner as it deems advisable, for the purpose of the renewal or restoration of the following streets: On the Following Named Streets Between the Following Named Streets and a point south of and between the following Named Streets: South Wayne Avenue Creighton Avenue South Wayne Avenue Rudisill Boulevard Worsaw Street Pontiac Street Oxford Street Warsaw Street Spy Run Avenue 400 feet north of St. Marys River Bridges and property of Centlivres Brewing Corporation and Parrott Avenue and Rudisill Boulevard. In case the Corporation shall default in making any of the aforesaid payments and such default shall continue for a period of sixty (60) days after written notice thereof shall have been given to the Corporation by the City, the City shall have the right, at its election, to terminate this agreement by resolution duly adopted by the Common Council of the City and approved by the Mayor, and by serving a copy thereof upon the president of the Corporation. Section 3. All tracks, rails and ties together with their appurtenances, of the Corporation remaining in the streets and public places of the City of Fort Wayne at the date of this agreement and not then used for any railway operation whatsoever, shall concurrently with this agreement's being in full force and effect become the full and absolute property of the City without any further act or deed. All tracks, rails and ties, together with their appurtenances, of the Corporation remaining in the streets and public places of the City of Fort Wayne at the date of this agreement but not then used for any kind of railway operation whatsoever shall remain the property of the Corporation until it is no longer used for any kind of railway operation, and thereupon without any further act or deed, it shall become the full and absolute property of the City. The Corporation may in its discretion, or shall at the request of the City, execute such other and further instruments and papers as are deemed advisable to further evidence the transfer of title and ownership of the City in said tracks, rails, ties and appurtenances as aforesaid. Section 4. The aforesaid covenants and agreements of the Corporation contained in this Article II, shall be in full force, discharge, and performance of all requirements under the Present Franchise Agreements, or any of them, and the laws of the State of Indiana in respect to track removals and pavement restorations remaining to be effected under the Present Franchise Agreements. All track removals and pavement restorations heretofore, in accordance with the provisions of the Present Franchise Agreements, or any of them, are hereby ratified, approved and confirmed, and the Corporation shall be in full force, discharge, satisfaction and performance of all of the requirements as aforesaid. ARTICLE III General And Miscellaneous Section 1. Except as expressly modified by this agreement, all the terms and conditions of the Present Franchise Agreements, and each of them, shall be and remain in full force and effect. Section 2. This agreement, and each and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of this agreement's being adopted by ordinance duly adopted by the Common Council of the City. IN WITNESS WHEREOF, the parties hereto have executed this instrument this day and year first above written. CITY OF FORT WAYNE, INDIANA BY WALTER C. VETTER, FRANK A. DERCK, CHAUNCEY L. GRIFFITH, Its Board of Public Works. All of us, JOSEPH M. SCHWARTZ, Secretary, Approved as to form and legality: HARRY H. HILGEMANN, City Attorney FORT WAYNE TRANSIT, INC. By DONALD H. WALKER, President. Aforesaid: EDWARD T. SCHELE, Secretary. Public notice is further given that said Board of Public Works did also fix the time at which and agreed that said Board of Public Works on the 13th day of December, 1949, at the hour of 10:00 o'clock, A.M., C.S.T., at the regular meeting place of said Board of Public Works in the City Hall in said City of Fort Wayne, Indiana, and at which time and place said public hearing will be held and at which any taxpayer may appear and file protest against any and all of the provisions in said agreement, of WALTER C. VETTER, FRANK A. DERCK, CHAUNCEY L. GRIFFITH, Board of Public Works of the City of Fort Wayne. Aforesaid: S. JOSEPH M. SCHWARTZ, Secretary, Nov. 26, Dec. 3, 1949.

NOTICE TO TAXPAYERS

Public notice is hereby given that the Board of Public Works of the City of Fort Wayne, in Allen County, Indiana, desiring to enter into an agreement with Fort Wayne Transit, Inc., did at a meeting of said Board of Public Works, held on the 25th day of November, 1949, determine the exact form in which said agreement is to be finally adopted, which form is in words and figures, as follows: THIS AGREEMENT made and entered into this day of 1949, by and between the City of Fort Wayne (hereinafter called the "City"), a municipal corporation in the County of Allen and State of Indiana, acting by and through its duly authorized Board of Public Works, Party of the First Part, and Fort Wayne Transit, Inc., hereinafter called the "Corporation", an Indiana corporation, Party of the Second Part. WITNESSETH: WHEREAS, the City owns and granted to Indiana Service Corporation (hereinafter referred to as "Predecessor Corporation"), an Indiana Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain trolley coaches and motor buses upon certain streets and public places under and in accordance with certain terms and conditions, all as provided by those certain agreements dated October 30, 1939, and August 11, 1941, respectively, between the City and the Predecessor Corporation, duly approved and confirmed by the Common Council of the City on November 7, 1939, and August 20, 1941, respectively, as supplemented and modified by those certain agreements dated July 27, 1942, and December 5, 1947, respectively, duly approved and confirmed by the Common Council of the City on August 11, 1942, and December 23, 1947, respectively; and WHEREAS, the Corporation acquired from the Predecessor Corporation, on April 30, 1948, and now operates, the local passenger transportation system in the City of Fort Wayne, furnishing transportation to the public in said City by means of trolley coaches and motor buses and became the successor in interest to the Predecessor Corporation in, to and under all of said franchise agreements; and WHEREAS, the City and the Corporation entered into an agreement dated September 27, 1949, further amending and supplementing the aforesaid franchise agreements, and the said agreement dated September 27, 1949, was duly approved and confirmed by the Common Council of the City on September 27, 1949; and WHEREAS, Section 2 of said agreement dated October 30, 1939, and Section 2 of said agreement dated August 11, 1941, specify a portion of the consideration to be paid by the Corporation for the use of the City's streets and other public places in and for the operation of trolley coaches in the said local transportation system; and Section 4 of said agreement dated October 30, 1939, specifying the amounts of money to be paid by the Corporation and its predecessors for the use of the City's streets and other public places in and for the operation of motor buses in the said local transportation system; and WHEREAS, said amounts of money were so payable for an initial period ending October 30, 1949, with the right and privilege of the City or the Corporation upon and by giving at least ninety (90) days' advance written notice prior to the termination of such period to request a revision, as of the termination of such initial period, of the amount of such payments, and the City, pursuant to and in accordance with the provisions of said agreements dated October 30, 1939, and August 11, 1941, gave due and proper written notice to the Corporation requesting a revision of

Before 102,000

turers Country Club on the city's outskirts, while youthful George Sauer escorted his Navy hopefuls to the Pine Valley Golf Club in New Jersey.

Cold, cloudy weather awaits the 102,000 fans, including President Truman, who will watch the two service elevens collide for the fiftieth time at 1:30 (EST) in sprawling Municipal Stadium.

The Navy's 3,400 Midshipmen and Army 2,600 Cadets are

seducted to reach the stadium on special trains shortly before game time. Every seat for the classic has long since been sold, and millions of fans throughout the world will watch the tussle on television or listen in by radio and short wave.

Army Favored
Army, boasting a string of 19 games without defeat and marred only by two ties, goes into the game a heavy favorite as usual. The Cadets have a little of everything, including burning speed, and they fully rate the choice.

Navy has not had a successful season. The Middies have won only three while losing four and tying another. Against midwestern foes—Penn and Columbia—Army looked much the more powerful and versatile.

Still, it is an honored glory that nobody knows what is going to happen when Army and Navy collide. Almost invariably, the underdog plays over his head in this one. Last year the Middies had lost eight straight to earlier foes, yet they fought the Cadets to a blazing 21-21 tie.

The score, however, does not exactly tell the story. Army authorities kept quiet about it at the time, but the fact was that most of the West Point players were ill from something they had eaten on Thanksgiving Day.

For another thing, both Fullback Gil Stephenson and Bobby Jack Stuart, Army's All-American halfback, were so crippled from leg injuries received in practice that they saw scarcely any service and were entirely ineffective.

This time it will be different. The Cadets are at full strength and they looked extremely healthy as they passed through here yesterday. They are very anxious to exact revenge for last year, and the feeling of this observer, at least, is that Blaik's terrors will win going away.

Following are the probable starting lineups:

Army
LE—Don Foldberg, Dallas, Tex.
LT—Beattie Davis, McAlester, Okla.
LG—Bob Lunn, Spring Valley, Ill.
C—Roy Madaff, Garfield, N. J.
RG—James Ions, Dayton, O.
RT—William Henn, Drexel Hill, Pa.
RE—Bill Kellum, Haynesville, La.
QB—Arnold Galiffa, Donora, Pa.
LB—Jim Cain, Raleigh, N. C.
RB—Frank Fischl, Allentown, Pa.
FB—Gil Stephenson, Columbia, Ga.

Navy
LE—Ronald Andresen, Brooklyn, N. Y.
LT—Paul Tefrenull, Greenfield, Mass.
LG—George Mahoney, Casper, Wyo.
C—Bill Bryson, Rome, Ga.
RG—Duke Middlebrooks, N. Y.
RT—Bob Breneman, Great Neck, N. Y.
RE—Phil Ryan, Goodhue, Minn.
QB—Bob Zastrow, Algona, Wis.
LB—Frank Hault, St. Louis, Mo.
RB—Bill Powere, Bryon, Tex.
FB—Dave Donnerman, Carolina Beach, N. C.

Referee, Leroy J. Kelley (Dormouthville, D. C.). Line Judge, Fred Wallace (Washington, D. C.). Kickoff—1:30 (EST).



SCORES

LADIES MINOR

Standings	W	L
Hausle of Golden	27	9
Call Motor Sales	26	10
Inca 333	24	12
Eve's Place—Ossian	23	13
Bob & Bud's	22	14
Seven-Up	20	16
Brouwer's T & B	19	17
Uhlis Machine Shop	18	18
Old Crown Ale	18	18
Lanternier Florist	18	18
Suburban Delivery	15	21
Mayfair Inn	15	21
Brendels Hot Shots	15	21
Sears Telehrill	14	22
Giants Market	13	23
Main Auto Martin Moore	13	23
A&O Sweet Shop	12	24
Wayne Pump AA	12	24

High Scores—Huel 173, Bucknell 158, Fomkhouer 176, Boedeker 174, Friedlind 187, Bowman 191, Hromlik 189, Boedeker 177-176, Kral 177, Squire 178, Hage 194, Johnson 178, Konger 172, Reinhardt 189, Hermeler 178, Lee 178, Shriner 178, Martin 185, Drawill 170, Ekelberry 187, Leonard 171.

500 Series—Dodens 505, Mollitt 511, Kendino 571, Gilie 543, Dec Gronges 512, Hockemeyer 555, Skevington 626, Freck 596.

LADIES CITY

Hutners Parts	530	594	707
Wilson Cleaners	727	694	721
Frank Insurance	654	601	652
Fori Wayne Lumber	712	656	743
Old Crown Ale and Beer	768	773	802
Keller's Flying Service	750	753	726
Indiana Hotel	767	718	727
Pine Tap	767	714	744
Voccy's Flowers	744	706	732
Standard Lumber	707	697	690
Jackson Motors	678	761	744
Dole's Drive Inn	761	754	813
Lanternier Florists	654	769	705
Hosler Electric	695	768	695
Kuchmann's Chips	766	747	776
Belmont Chicken	731	781	744
Allen Dairy No. 2	723	835	765
Allen Dairy No. 1	712	697	694

High Scores—Porter 174, Taylor 177, Schoppman 176, Jackson 178, Scott 178, Hobig 174, Monor 175, Crowell 175, Drexler 174, Mann 174, Tonsing 177, Slodford 172, Delagrange 176, Johnson 172, Roach 175-203, Steele 172-170, Miller 161-171, Blecholt 171-171, Eber 164-170.

500 Series—Lanz 577, Brown 540, Woods 520, Boedeker 561, Whitehouse 540.

LINCOLN LIFE

Critles	428	428	460
Pennies	394	473	501
Deblere	469	467	441
Kinfolks	435	476	543
Circuit Riders	445	593	485
Scupltore	370	408	392
Generale	384	420	419
Presidents	417	450	425
Lecture	324	392	387
Rivale	448	460	506
Opponents	423	423	481
Painter	402	388	408
Ralph (Herc)	410	427	400
Colleiors	401	406	461
Oraloro	400	417	441
Homesi Absa	391	430	436
Speakers	413	446	423
Pioneers	461	449	472

High Scores—Walborn 162, Meyers 107.

PURDIE CENTER BOOSTERS

Nickel Plate Freight	749	749	808
Gollers Cleaners	730	723	707
Zinn Standard Service	623	700	741
Shorley's Service	610	835	704
Conco Skokere	768	720	764
Eskey Delcy	—	—	—

PENNSYLVANIA RAILROAD

Manhattan Limited	870	783	767
Broodway Limited	780	777	769
General	710	700	703
Trail Blazer	616	760	740
Pennsylvania Limited	766	644	636
Liberly Limited	780	809	831
Admiral	885	833	748
Rainbow	765	833	796

200 Scores—Dennle 204 D Marquardt 210.

SCOTT'S THURSDAY OWL

Spring St. Auto Service	800	842	810
Scott's Recreation	867	785	761
Soderquist's Jete	760	792	851
Millere Beer	870	860	813
Marlin Coal Co.	810	810	899
Lal Place	812	801	799
CV No. 1	727	812	876
Wappes	803	794	767
CV No. 2	827	817	811

Walker Specials—Forrell, 200 Scores—Woode 209, Cordes 211, Jacobs 320, Wingard 205-220, Myers 229, Monney 200.

600 Series—J. Fiehar 654

LEISURE

Brud's Catering Service	760	766	609
Team No. 6	098	664	647
S. S. Kregge & Co.	704	701	848
GMC Trucks	683	601	624
Twentieth Century Lunch	683	679	710
Boison Furniture Co.	730	501	691
High Scores—Nills 172, Wolford 209, Stroup 179, Hanson 160.	—	—	—

500 Series—Long 832, Slagle 803.

Spring Street Liquor	700	676	728
Crystal Bar	722	638	728
City Glass	601	648	718
Cress Market	624	623	568
Colony Tea Room	645	682	688
Fairfield Market	642	669	618

Team Standings

Spring Street Liquor	22	22
Crystal Bar	22	22
City Glass	21	21
Fairfield Market	18	18
Colony Tea Room	18	18
Cress Market	9	9

High Scores—Winebrenner 178, Huse 175, Benson 170.

ACWA

Collors	483	400	618
Collors	494	523	453
Lapele	864	450	464
Trimmers	472	827	545
Banders	429	436	506
Boilers	428	438	494
Bullonholes	465	492	568
Flyers	470	450	469
Steevee	455	454	458
Rippers	494	532	431
Linere	577	517	478
Vests	455	401	401

High Score—Lobrillo 173.

MOOSEHART LADIES TUGS, P.M.

Cheney Motors Inc.	622	677	648
"30" Club	690	632	727
Wolfe's Tavern	687	637	658
Nedney Meat Market	687	638	653
El-Mor Shop	603	607	813
Pontine Cafe	654	785	621
The Variety Club	641	624	710
Jess Whitecock P&H	586	709	710
Denig Cleaners	630	678	632
No. 10	588	602	610
Auto Exchange	807	599	654
Chris Place	545	600	590

High Scores—Brown 183, B. Stanki 185, Borcharding 185, Stanki 174, Ball 187.

500 Series—Dauscher 500, Long 517.

COIN-T LADIES MAJON

Frank Schultz Inc.	807	786	808
Howard's Camera Shop	859	827	835
Old Crown Ale & Beer	818	801	774
Blondy's	834	730	538
Isaly's	730	810	866
Playfair Sale	811	606	834
H&H Motor Service	822	828	737
Berthoff Girls	841	806	870
High Scores—Rump 160, Farnin 169.	—	—	—
Hockemeyer 175, Herlick 184-165, Boncke 171, Romary 105, Hawk 196, Poljone 179, Engelbrecht 185, Morka 173, Thomas 177, Parker 185, Cox 176, Smith 177.	—	—	—

500 Series—Beard 572, Lenz 509, Kelly 504, Kessler 503, Mohlan 532, Ramsey 535, Swihart 503, Robinson 518, Chambers 520, Cromly 512, Uhrlck 522, Gobio 519, Miller 533, A. Hunip 807.

ALLEN COUNTY LIONS

Lion Tails	817	797	835
Harlon	744	815	780
Waynedale	831	895	785
Lion Tomere	781	837	715
Lion Roore	763	201	800
Tail Twisters	744	815	746
200 Series—Johnson 200, Reavly 230, Borhert 210.	—	—	—
500 Series—P. Smith 615.	—	—	—

FLKS TUESDAY NIGHT

Ankie	760	010	841
Talks	857	852	833
Hids	877	684	791
Natrlia	877	797	826
Tonuee	836	770	730
Horts	789	826	787
Feel	840	602	792
Eare	715	821	703
200 Scores—Adams 200, Boedcker 214, Ale 210, Clause 230, D. Miller 200, W. Knill 202.	—	—	—
600 Series—Harkenrider 609.	—	—	—

IRAA 330 MEN

Miscellaneous	801	730	778
Chenay Molara	791	876	759
Coal	944	788	737
Minthode & Bates	635	771	815
Planning	824	607	858
Machline Repair	769	817	847
Fraines	813	763	744
Coke	737	760	794
Dept 26	871	831	873
Bo & Buds	877	889	847
200 Scores—Ebor 211, Bower 213, Anderson 205, Miller 213, Fowler 202-201, Ryan 201, Taylor 211, Schuur 202, D. Byrood 202.	—	—	—
600 Series—Schaeffer 612.	—	—	—

Iron activity the three Huntington

HIGH SCHOOL BA

KENDALLVILLE 46, GARRETT 36

Kendallville's	G. F. T. Garrett	G. F. T.
Thropp	7 5 19	Biederich 3 1
L. Hornell	3 0 6	Horper 3 0
Thomas	3 0 8	Clerk 7 4
Bund	3 1 7	Williams 1 1
Glenger	2 0 4	Dawson 0 2
Coll	0 0 0	Shull 0 0
J. Hornell	1 1 3	—
Good	2 0 4	—
Soboslay	1 0 2	—

Totals 20 6 40 Totals 18 8 38

Half Score—Kendallville 10-8.

Officials—McCoy, Lehman.

Preliminary Score—Kendallville 37-27.

HUNTINGTON 36, WABASH 32

Huntington	G. F. T. Wabash	G. F. T.
Postmaster	2 0 4	Thompson 0 2
Miller	1 0 2	Miller 0 0
Shultz	3 0 4	Wilson 3 0
Poe	0 0 0	Dricoll 0 0
Wiles	1 3 5	Oser 1 3
Burke	1 1 1	Dowler 2 1
Hund	3 1 7	Williams 0 2
Hum	5 3 13	Vrooman 0 1
Renberger	1 1	—

Totals 14 8 38 Totals 7 18 38

Half Score—Huntington 18-10.

Officials—Mills, Walker.

Preliminary Score—Wabash 27-17.

HOWE MILITARY 49, LIMA 37

Howe	G. F. T. Lima	G. F. T.
Bice	5 4 14	Woodworth 0 2
Hughes	6 2 14	Friend 2 2
Rehards	3 1 7	Wallace 3 1
Foy	1 1 3	Piercen 8 1
Nedballo	1 0 3	Krum 1 1
Pruehl	0 1 1	Weber 1 4
Reynolds	3 2 8	—

Totals 19 11 47 Totals 12 31 53

Half Score—Howe Military 33-14.

Officials—Collyer, Stebing.

GE SMALL MOTOR

Models	811	874	861
Inspection	789	703	707
Production	810	900	800
Plating	794	804	800
Drafting	841	812	817
Coal	754	835	860
Tools	763	822	787
R. & N.	742	893	800
Office	761	834	800
Print Press—Fortelled.	—	—	—
Planning	810	881	

PROOF OF PUBLICATION

STATE OF INDIANA, ALLEN COUNTY, SS.

In the City of Fort Wayne, ... A. D. 19.....

Personally appeared before the undersigned

A. F. SCHERER

who being duly sworn according to law, says that he
is the **SECRETARY** of the

Fort Wayne Journal-Gazette

a Daily Newspaper of general circulation printed and
published in said County and State; and that the
notice herewith attached was published in the said
Fort Wayne Journal-Gazette.....

..... *Two* times successively, the first publication
being on the..... *26* day of..... *Nov* 19..... *49*;
the second on the..... *3* day of..... *Dec* 19..... *49*
the third on the..... day of..... 19.....;
the fourth on the..... day of..... 19.....;

..... *A. F. Scherer*

SUBSCRIBED AND SWORN to before me this

..... *3* day of..... *Dec* 19..... *49*
..... *W. A. Rose*

Notary Public, Allen County.

My commission expires Oct. 31, 1952

Exhibit "B"

Fort Wayne Journal-Gazette
FORT WAYNE, INDIANA

No.

Proof of Publication

.....
.....
vs.
.....
.....

Filed 19.....
Publisher's Fee . . . \$ 13860

NOTICE TO TAXPAYERS

Public notice is hereby given that the Board of Public Works of the City of Fort Wayne, in Allen County, Indiana, desiring to enter into an agreement with Fort Wayne Transit, Inc. did at a meeting of said Board of Public Works, held on the 25th day of November, 1949, determine the exact form in which said agreement is to be finally adopted, which form is in words and figures, as follows:

THIS AGREEMENT made and entered into this _____ day of _____, 1949, by and between the City of Fort Wayne (hereinafter called the "City"), a municipal corporation in the County of Allen and State of Indiana, acting by and through its duly authorized Board of Public Works, Party of the First Part, and Fort Wayne Transit, Inc. (hereinafter called the "Corporation"), an Indiana corporation, Party of the Second Part,

WITNESSETH:

WHEREAS, the City gave and granted to Indiana Service Corporation (hereinafter referred to as "Predecessor Corporation"), an Indiana corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain trolley coaches and motor buses upon certain streets and public places under and in accordance with certain terms and conditions, all as provided by those certain agreements dated October 30, 1939, and August 11, 1941, respectively, between the City and the Predecessor Corporation, duly approved and confirmed by the Common Council of the City on November 7, 1939, and August 26, 1941, respectively, as supplemented and modified by those certain agreements dated July 27, 1942, and December 5, 1947, respectively, duly approved and confirmed by the Common Council of the City on August 11, 1942, and December 23, 1947, respectively; and

WHEREAS, the Corporation acquired from the Predecessor Corporation, on April 30, 1948, and now operates, the local passenger transportation system in the City of Fort Wayne, furnishing transportation to the public in said City by means of trolley coaches and motor buses, and became the successor in interest to the Predecessor Corporation in, to and under all of said franchise agreements; and

WHEREAS, the City and the Corporation entered into an agreement dated September 27, 1949, further amending and supplementing the aforesaid franchise agreements, and the said agreement dated September 27, 1949, was duly approved and confirmed by the Common Council of the City on September 27, 1949; and

WHEREAS, Section 2 of said agreement dated October 30, 1939, and Section 2 of said agreement dated August 11, 1941, specify a portion of the consideration to be paid by the Corporation and its predecessors for the use of the City's streets and other public places in and for the operation of trolley coaches in the said local transportation system; and Section 4 of said agreement dated October 30, 1939, specifies the amounts of money to be paid by the Corporation and its predecessors for the use of the City's streets and other public places in and for the operation of motor buses in the said local transportation system; and

WHEREAS, said amounts of money were so payable for an initial period ending October 30, 1949, with the right and privilege of the City or the Corporation upon and by giving at least ninety (90) days' advance written notice prior to the termination of such period to request a revision, as of the termination of such initial period, of the amount of such payments, and the City, pursuant to and in accordance with the provisions of said agreements dated October 30, 1939, and August 11, 1941, gave due and proper written notice to the Corporation requesting a revision of such payments for both trolley coach and motor bus operation on the City's streets and other public places; and

WHEREAS, the City and the Corporation have met and agreed upon a revision of such payments upon the terms and conditions hereinafter contained; and

WHEREAS, said agreements dated October 30, 1939, and August 11, 1941, as amended and modified by said agreements dated July 27, 1942, December 5, 1947, and September 27, 1949 (all of which five agreements are sometimes collectively hereinafter called "Present Franchise Agreements"), provide, as further consideration for the use of the City's streets and other public places in and for the operation of trolley coaches in the said local transportation system, that the Corporation shall effect certain track removals and pavement restorations in and on certain streets and public places, all as provided by the Present Franchise Agreements; and

WHEREAS, certain of the said track removals and pavement

restorations have been effected in advance of the time provided therefor by the Present Franchise Agreements, but certain other of the said track removals and pavement restorations have not been effected, are not now required to be effected, and will not be required to be effected until the expiration of certain periods specified in the Present Franchise Agreements, after "the cessation of the national emergency"; and

WHEREAS, the City, by reason of the deterioration and present condition of those streets and public places on and in which track still remains to be removed and pavement restored as aforesaid, desires to accelerate said track removal and pavement restoration program as provided in the Present Franchise Agreements, and to that end has requested the Corporation to pay to the City, as a part of the consideration for the use of the City's streets and other public places in the operation of trolley coaches in said local transportation system, an amount of money substantially equal to the estimated present cost to the Corporation of fully completing all track removals and pavement restorations remaining to be completed under the Present Franchise Agreements; and

WHEREAS, the Corporation is willing to pay as franchise fees the amount of money hereinafter specified upon the terms and conditions hereinafter contained, in lieu of all of its remaining obligations and duties now contained in the Present Franchise Agreements with respect to track removals and pavement restorations; and

WHEREAS, the parties hereto desire to modify the Present Franchise Agreements so as to establish new and different franchise fees, constituting a part of the consideration to be paid by the Corporation for its use of the City's streets and other public places in the operation of trolley coaches and motor buses in said local transportation system; and, as further consideration to be paid by the Corporation for its said use of the City's streets and other public places in the said operation of trolley coaches, to provide for certain monetary payments in lieu of the Corporation's track removal and street restoration duties and obligations, all

upon the terms and conditions hereinafter contained;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto hereby covenant and agree as follows:

ARTICLE I

NEW FRANCHISE FEES

Section 1. For the use of the City's streets and other public places during the year 1949 in the operation of the Corporation's trolley coaches and motor buses, the Corporation, in addition to all payments heretofore made therefor under the Present Franchise Agreements, hereby releases, surrenders, transfers and sets over to the City all right, title and interest of the Corporation in and to all moneys now held by the City in the Trolley Coach Street Maintenance Fund provided for by Section 2 of said agreement dated August 11, 1941, or in the Trolley Coach Street Renewal Fund provided for by Section 3 of said agreement dated August 11, 1941; and the Corporation hereby waives, relinquishes and surrenders its right, under and in accordance with Section 2 of said agreement dated August 11, 1941, to have said moneys now held by the City in said Trolley Coach Street Maintenance Fund credited and applied on any franchise fees subsequently payable by the Corporation. The Corporation agrees that all moneys in either of said funds may be used by the City at such time or times and in such manner as the City deems advisable for the maintenance, repair, restoration and renewal of any of one or more of the streets and public places in the City of Fort Wayne upon which the Corporation regularly operates trolley coaches and/or motor buses.

Section 2. The Corporation, as part consideration for the use of the City's streets and other public places for the calendar year 1950 and each subsequent year (unless modified as hereinafter provided) in the said operation of the Corporation's trolley coaches and motor buses, agrees to pay a franchise fee for the calendar year 1950 and each subsequent year in an amount equal to the following:

FOR THE CALENDAR YEARS 1950-1954, BOTH INCLUSIVE

1/2% of the first \$1,000,000 of the Corporation's passenger revenues in each such year

Plus

1% of the next \$500,000 of the Corporation's passenger revenues in each such year

Plus

1-1/2% of all the Corporation's passenger revenues in each such year in excess of \$1,500,000

FOR ALL SUBSEQUENT CALENDAR YEARS

1/2% of the first \$1,000,000 of the Corporation's passenger revenues in each such year

Plus

1% of the next \$500,000 of the Corporation's passenger revenues in each such year

Plus

2% of all the Corporation's passenger revenues in each such year in excess of \$1,500,000

Provided, however, that in no event shall the franchise fee payable for the year 1950 and for any subsequent calendar year until such franchise fee is modified, as hereinafter provided, be less than Thirteen Thousand Dollars (\$13,000.00).

The amount of said annual franchise fee shall be paid upon the following terms and conditions:

(a) On or before ten (10) days after the thirtieth (30th) day of June in each such year, the Corporation shall pay to the Controller of the City the sum of Six Thousand Five Hundred Dollars (\$6,500.00).

(b) On or before thirty (30) days after the thirty-first (31st) day of December in each such year, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City a statement, verified by the president, a vice president, the treasurer or an assistant treasurer of the Corporation, showing (i) the total amount of the Corporation's passenger revenues for such year, (ii) the total amount of the franchise fee due for such year calculated in accordance with the foregoing schedule of percentages of passenger revenues; and (iii) the amount of said annual franchise fee remaining to be paid after deducting the said payment of Six Thousand Five Hundred Dollars (\$6,500.00); provided, however, that if the total amount of said annual franchise fee calculated as aforesaid is less than Thirteen Thousand Dollars (\$13,000.00), the statement shall show that the amount then remaining to be paid is Six Thousand Five Hundred

Dollars (\$6,500.00), to the end that the said minimum annual franchise fee of Thirteen Thousand Dollars (\$13,000.00) shall be fully paid.

The Corporation, concurrently with the making and filing of said verified statement, shall pay to the Controller of the City the amount shown by said statement to be then due to the City.

Section 3. All amounts of money paid by the Corporation to the City under and pursuant to subdivision (a) or (b) above, at any time and from time to time hereafter, shall be received, placed and held by the City in a special, separate and specific fund called the "Transit Franchise Fund", and under its sole jurisdiction, control and ownership shall be used and applied at any time and from time to time by the City, in such manner as it deems advisable, for the purpose, and for no other purpose, of the maintenance, repair, restoration and renewal of the streets and other public places in the City of Fort Wayne upon which the Corporation is then regularly operating trolley coaches and/or motor buses in said local transportation system.

Section 4. On the termination of the period ending on December 31, 1959, and on the termination of each and every ten (10) year period thereafter, either party hereto may, upon and by giving at least ninety (90) days' advance written notice prior to the termination of such period, request a revision of the franchise fee for trolley coaches and motor buses, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect, shall be paid by the Corporation, and shall be held and applied by the City as provided in the immediately preceding paragraph until any other or further franchise fee revision in accordance with the provisions of this paragraph, which other or further franchise fee as so revised shall be paid by the Corporation and shall be held and applied by the City as provided in the immediately preceding paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of any such period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty

(30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for trolley coaches and motor buses to become effective and remain in force and effect for the ten (10) year period immediately following the period in which the aforesaid notice was given and for each ten (10) year period thereafter, until further revised in accordance with the provisions of this paragraph, and all such franchise fees so determined by such board of arbitration shall be paid by the Corporation and shall be held and applied by the City as provided in the immediately preceding paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

In case the Corporation shall default in making any of the aforesaid payments of franchise fees, and such default shall continue for a period of sixty (60) days after written notice thereof shall have been given to the Corporation by the City, the City shall have the right, at its election, to terminate this agreement by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the president of the Corporation.

ARTICLE II

SATISFACTION OF CORPORATION'S TRACK REMOVAL AND STREET RESTORATION DUTIES AND OBLIGATIONS

Section 1. The Corporation, in lieu of performing and carrying out each and all of its duties and obligations provided for in any one or more of the Present Franchise Agreements in any way related to track removals and street restorations remaining to be performed by the Corporation, agrees to pay to the City, as further consideration for the Corporation's right to use the City's streets and other public places in the operation of its trolley coaches in said local transportation system, the following payments (each such payment to be,

and to be construed to be, applicable to the consideration to be paid for the use of the City's streets and other public places by trolley coaches as aforesaid in the year in which such payments shall be made) namely, to-wit:

The sum of Twenty-Seven Thousand Two Hundred and Twenty Dollars (\$27,220.00) in cash, on the thirty-first (31st) day of December, 1949, and a like amount on the first (1st) day of May in each of the years 1950-1953, both inclusive.

Section 2. All amounts of money paid by the Corporation to the City under and pursuant to Section 1 of this Article II shall be received, placed and held by the City in said Transit Franchise Fund, and under its sole jurisdiction, control and ownership shall be used and applied at any time and from time to time by the City in such manner as it deems advisable for the sole purpose of the renewal or restoration of the following streets:

<u>On the Following Named Streets</u>	<u>Between the Following Named Streets</u>		
South Wayne Avenue	Creighton Avenue	and	Kinnaird Avenue
South Wayne Avenue	Rudisill Boulevard	and	a point south of Maxine Drive (end of track)
Warsaw Street	Pontiac Street	and	Oxford Street
Oxford Street	Warsaw Street	and	Anthony Boulevard
Spy Run Avenue	400 feet north of St. Marys River Bridge	and	property of Cent- livre Brewing Corporation
State Street	Spy Run Avenue	and	Parnell Avenue
Calhoun Street	Pontiac Street	and	Rudisill Boulevard

In case the Corporation shall default in making any of the aforesaid payments and such default shall continue for a period of sixty (60) days after written notice thereof shall have been given to the Corporation by the City, the City shall have the right, at its election, to terminate this agreement by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the president of the Corporation.

Section 3. All tracks, rails and ties, together with their appurtenances, of the Corporation remaining in the streets and public places of the City of Fort Wayne at the date of this agreement and not then used for any railway operation whatsoever, shall concurrently

with this agreement's being in full force and effect become the full and absolute property of the City without any further act or deed. All tracks, rails and ties, together with their appurtenances, of the Corporation remaining in the streets and public places of the City of Fort Wayne at the date of this agreement but then used for any kind of railway operation whatsoever shall remain the property of the Corporation until it is no longer used for any kind of railway operation, and thereupon without any further act or deed, it shall become the full and absolute property of the City. The Corporation may, in its discretion, or shall at the request of the City, execute such other and further instruments and papers as are deemed advisable to further evidence the vesting of title and ownership of the City in said tracks, rails, ties and appurtenances as aforesaid.

Section 4. The aforesaid covenants and agreements of the Corporation contained in this Article II, shall be in full release, discharge, satisfaction and performance of all requirements under the Present Franchise Agreements, or any of them, and the laws of the State of Indiana in respect to track removals and pavement restorations remaining to be effected under the Present Franchise Agreements. All track removals and pavement restorations heretofore, in accordance with the provisions of the Present Franchise Agreements, or any of them, are hereby ratified, approved and confirmed by the City and accepted by it in full release, discharge, satisfaction and performance of all of the requirements as aforesaid.

ARTICLE III

GENERAL AND MISCELLANEOUS

Section 1. Except as expressly modified by this agreement, all the terms and conditions of the Present Franchise Agreements, and each of them, shall be and remain in full force and effect.

Section 2. This agreement, and each and all the terms and provisions thereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of this agreement's being approved by ordinance duly adopted

by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By _____
(Walter C. Vetter)

(Frank A. Derck)

(Chauncey L. Griffith)

ATTEST:

Its Board of Public Works

(Joseph M. Schwartz)
Secretary
Approved as to form and legality:

(Harry H. Hilgemann)
City Attorney

FORT WAYNE TRANSIT, INC.

By _____
(Donald H. Walker)
President

ATTEST:

(Edward T. Schele)
Secretary

Public notice is further given that said Board of Public Works did also fix the time at which said agreement shall be finally considered as and on the 13th day of December, 1949, at the hour of 10:00 o'clock, A.M., C.S.T., at the regular meeting place of said Board of Public Works in the City Hall in said City of Fort Wayne, Indiana, at which time and place a public hearing will be held and at which any taxpayer may appear and file protest against any and all of the provisions in said agreement.

Walter C. Vetter
(Walter C. Vetter)

Frank A. Derck
(Frank A. Derck)

Chauncey L. Griffith
(Chauncey L. Griffith)

Board of Public Works of the
City of Fort Wayne

ATTEST:

Joseph M. Schwartz
(Joseph M. Schwartz)
Secretary

THIS AGREEMENT made and entered into this 13th day of December, 1949, by and between the City of Fort Wayne (hereinafter called the "City"), a municipal corporation in the County of Allen and State of Indiana, acting by and through its duly authorized Board of Public Works, Party of the First Part, and Fort Wayne Transit, Inc. (hereinafter called the "Corporation"), an Indiana corporation, Party of the Second Part,

WITNESSETH:

WHEREAS, the City gave and granted to Indiana Service Corporation (hereinafter referred to as "Predecessor Corporation"), an Indiana corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain trolley coaches and motor buses upon certain streets and public places under and in accordance with certain terms and conditions, all as provided by those certain agreements dated October 30, 1939, and August 11, 1941, respectively, between the City and the Predecessor Corporation, duly approved and confirmed by the Common Council of the City on November 7, 1939, and August 26, 1941, respectively, as supplemented and modified by those certain agreements dated July 27, 1942, and December 5, 1947, respectively, duly approved and confirmed by the Common Council of the City on August 11, 1942, and December 23, 1947, respectively; and

WHEREAS, the Corporation acquired from the Predecessor Corporation, on April 30, 1948, and now operates, the local passenger transportation system in the City of Fort Wayne, furnishing transportation to the public in said City by means of trolley coaches and motor buses and became the successor in interest to the Predecessor Corporation in, to and under all of said franchise agreements; and

WHEREAS, the City and the Corporation entered into an agreement dated September 27, 1949, further amending and supplementing the aforesaid franchise agreements, and the said agreement dated September 27, 1949, was duly approved and confirmed by the Common Council of the City on September 27, 1949; and

WHEREAS, Section 2 of said agreement dated October 30, 1939, and Section 2 of said agreement dated August 11, 1941, specify a portion of the consideration to be paid by the Corporation and its predecessors for the use of the City's streets and other public places in and for the operation of trolley coaches in the said local transportation system; and Section 4 of said agreement dated October 30, 1939, specifies the amounts of money to be paid by the Corporation and its predecessors for the use of the City's streets and other public places in and for the operation of motor buses in the said local transportation system; and

WHEREAS, said amounts of money were so payable for an initial period ending October 30, 1949, with the right and privilege of the City or the Corporation upon and by giving at least ninety (90) days' advance written notice prior to the termination of such period to request a revision, as of the termination of such initial period, of the amount of such payments, and the City, pursuant to and in accordance with the provisions of said agreements dated October 30, 1939, and August 11, 1941, gave due and proper written notice to the Corporation requesting a revision of such payments for both trolley coach and motor bus operation on the City's streets and other public places; and

WHEREAS, the City and the Corporation have met and agreed upon a revision of such payments upon the terms and conditions hereinafter contained; and

WHEREAS, said agreements dated October 30, 1939, and August 11, 1941, as amended and modified by said agreements dated July 27, 1942, December 5, 1947, and September 27, 1949 (all of which five agreements are sometimes collectively hereinafter called "Present Franchise Agreements"), provide, as further consideration for the use of the City's streets and other public places in and for the operation of trolley coaches in the said local transportation system, that the Corporation shall effect certain track removals and pavement restorations in and on certain streets and public places, all as provided by the Present Franchise Agreements; and

WHEREAS, certain of the said track removals and pavement

restorations have been effected in advance of the time provided therefor by the Present Franchise Agreements, but certain other of the said track removals and pavement restorations have not been effected, are not now required to be effected, and will not be required to be effected until the expiration of certain periods specified in the Present Franchise Agreements, after "the cessation of the national emergency"; and

WHEREAS, the City, by reason of the deterioration and present condition of those streets and public places on and in which track still remains to be removed and pavement restored as aforesaid, desires to accelerate said track removal and pavement restoration program as provided in the Present Franchise Agreements, and to that end has requested the Corporation to pay to the City, as a part of the consideration for the use of the City's streets and other public places in the operation of trolley coaches in said local transportation system, an amount of money substantially equal to the estimated present cost to the Corporation of fully completing all track removals and pavement restorations remaining to be completed under the Present Franchise Agreements; and

WHEREAS, the Corporation is willing to pay as franchise fees the amount of money hereinafter specified upon the terms and conditions hereinafter contained, in lieu of all of its remaining obligations and duties now contained in the Present Franchise Agreements with respect to track removals and pavement restorations; and

WHEREAS, the parties hereto desire to modify the Present Franchise Agreements so as to establish new and different franchise fees, constituting a part of the consideration to be paid by the Corporation for its use of the City's streets and other public places in the operation of trolley coaches and motor buses in said local transportation system; and, as further consideration to be paid by the Corporation for its said use of the City's streets and other public places in the said operation of trolley coaches, to provide for certain monetary payments in lieu of the Corporation's track removal and street restoration duties and obligations, all

upon the terms and conditions hereinafter contained;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto hereby covenant and agree as follows:

ARTICLE I

NEW FRANCHISE FEES

Section 1. For the use of the City's streets and other public places during the year 1949 in the operation of the Corporation's trolley coaches and motor buses, the Corporation, in addition to all payments heretofore made therefor under the Present Franchise Agreements, hereby releases, surrenders, transfers and sets over to the City all right, title and interest of the Corporation in and to all moneys now held by the City in the Trolley Coach Street Maintenance Fund provided for by Section 2 of said agreement dated August 11, 1941, or in the Trolley Coach Street Renewal Fund provided for by Section 3 of said agreement dated August 11, 1941; and the Corporation hereby waives, relinquishes and surrenders its right, under and in accordance with Section 2 of said agreement dated August 11, 1941, to have said moneys now held by the City in said Trolley Coach Street Maintenance Fund credited and applied on any franchise fees subsequently payable by the Corporation. The Corporation agrees that all moneys in either of said funds may be used by the City at such time or times and in such manner as the City deems advisable for the maintenance, repair, restoration and renewal of any of one or more of the streets and public places in the City of Fort Wayne upon which the Corporation regularly operates trolley coaches and/or motor buses.

Section 2. The Corporation, as part consideration for the use of the City's streets and other public places for the calendar year 1950 and each subsequent year (unless modified as hereinafter provided) in the said operation of the Corporation's trolley coaches and motor buses, agrees to pay a franchise fee for the calendar year 1950 and each subsequent year in an amount equal to the following:

FOR THE CALENDAR YEARS 1950-1954, BOTH INCLUSIVE

1/2% of the first \$1,000,000 of the Corporation's passenger revenues in each such year

Plus

1% of the next \$500,000 of the Corporation's passenger revenues in each such year

Plus

1-1/2% of all the Corporation's passenger revenues in each such year in excess of \$1,500,000

FOR ALL SUBSEQUENT CALENDAR YEARS

1/2% of the first \$1,000,000 of the Corporation's passenger revenues in each such year

Plus

1% of the next \$500,000 of the Corporation's passenger revenues in each such year

Plus

2% of all the Corporation's passenger revenues in each such year in excess of \$1,500,000

Provided, however, that in no event shall the franchise fee payable for the year 1950 and for any subsequent calendar year until such franchise fee is modified, as hereinafter provided, be less than Thirteen Thousand Dollars (\$13,000.00).

The amount of said annual franchise fee shall be paid upon the following terms and conditions:

(a) On or before ten (10) days after the thirtieth (30th) day of June in each such year, the Corporation shall pay to the Controller of the City the sum of Six Thousand Five Hundred Dollars (\$6,500.00).

(b) On or before thirty (30) days after the thirty-first (31st) day of December in each such year, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City a statement, verified by the president, a vice president, the treasurer or an assistant treasurer of the Corporation, showing (i) the total amount of the Corporation's passenger revenues for such year, (ii) the total amount of the franchise fee due for such year calculated in accordance with the foregoing schedule of percentages of passenger revenues; and (iii) the amount of said annual franchise fee remaining to be paid after deducting the said payment of Six Thousand Five Hundred Dollars (\$6,500.00); provided, however, that if the total amount of said annual franchise fee calculated as aforesaid is less than Thirteen Thousand Dollars (\$13,000.00), the statement shall show that the amount then remaining to be paid is Six Thousand Five Hundred

Dollars (\$6,500.00), to the end that the said minimum annual franchise fee of Thirteen Thousand Dollars (\$13,000.00) shall be fully paid.

The Corporation, concurrently with the making and filing of said verified statement, shall pay to the Controller of the City the amount shown by said statement to be then due to the City.

Section 3. All amounts of money paid by the Corporation to the City under and pursuant to subdivision (a) or (b) above, at any time and from time to time hereafter, shall be received, placed and held by the City in a special, separate and specific fund called the "Transit Franchise Fund", and under its sole jurisdiction, control and ownership shall be used and applied at any time and from time to time by the City, in such manner as it deems advisable, for the purpose, and for no other purpose, of the maintenance, repair, restoration and renewal of the streets and other public places in the City of Fort Wayne upon which the Corporation is then regularly operating trolley coaches and/or motor buses in said local transportation system.

Section 4. On the termination of the period ending on December 31, 1959, and on the termination of each and every ten (10) year period thereafter, either party hereto may, upon and by giving at least ninety (90) days' advance written notice prior to the termination of such period, request a revision of the franchise fee for trolley coaches and motor buses, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect, shall be paid by the Corporation, and shall be held and applied by the City as provided in the immediately preceding paragraph until any other or further franchise fee revision in accordance with the provisions of this paragraph, which other or further franchise fee as so revised shall be paid by the Corporation and shall be held and applied by the City as provided in the immediately preceding paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of any such period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty

(30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for trolley coaches and motor buses to become effective and remain in force and effect for the ten (10) year period immediately following the period in which the aforesaid notice was given and for each ten (10) year period thereafter, until further revised in accordance with the provisions of this paragraph, and all such franchise fees so determined by such board of arbitration shall be paid by the Corporation and shall be held and applied by the City as provided in the immediately preceding paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

In case the Corporation shall default in making any of the aforesaid payments of franchise fees, and such default shall continue for a period of sixty (60) days after written notice thereof shall have been given to the Corporation by the City, the City shall have the right, at its election, to terminate this agreement by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the president of the Corporation.

ARTICLE II

SATISFACTION OF CORPORATION'S TRACK REMOVAL AND STREET RESTORATION DUTIES AND OBLIGATIONS

Section 1. The Corporation, in lieu of performing and carrying out each and all of its duties and obligations provided for in any one or more of the Present Franchise Agreements in any way related to track removals and street restorations remaining to be performed by the Corporation, agrees to pay to the City, as further consideration for the Corporation's right to use the City's streets and other public places in the operation of its trolley coaches in said local transportation system, the following payments (each such payment to be,

and to be construed to be, applicable to the consideration to be paid for the use of the City's streets and other public places by trolley coaches as aforesaid in the year in which such payments shall be made) namely, to-wit:

The sum of Twenty-Seven Thousand Two Hundred and Twenty Dollars (\$27,220.00) in cash, on the thirty-first (31st) day of December, 1949, and a like amount on the first (1st) day of May in each of the years 1950-1953, both inclusive.

Section 2. All amounts of money paid by the Corporation to the City under and pursuant to Section 1 of this Article II shall be received, placed and held by the City in said Transit Franchise Fund, and under its sole jurisdiction, control and ownership shall be used and applied at any time and from time to time by the City in such manner as it deems advisable for the sole purpose of the renewal or restoration of the following streets:

<u>On the Following</u> <u>Named Streets</u>	<u>Between the Following</u>	<u>Named Streets</u>
South Wayne Avenue	Creighton Avenue	and Kinnaird Avenue
South Wayne Avenue	Rudisill Boulevard	and a point south of Maxine Drive (end of track)
Warsaw Street	Pontiac Street	and Oxford Street
Oxford Street	Warsaw Street	and Anthony Boulevard
Spy Run Avenue	400 feet north of St. Marys River Bridge	and property of Cent- livre Brewing Corporation
State Street	Spy Run Avenue	and Parnell Avenue
Calhoun Street	Pontiac Street	and Rudisill Boulevard

In case the Corporation shall default in making any of the aforesaid payments and such default shall continue for a period of sixty (60) days after written notice thereof shall have been given to the Corporation by the City, the City shall have the right, at its election, to terminate this agreement by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the president of the Corporation.

Section 3. All tracks, rails and ties, together with their appurtenances, of the Corporation remaining in the streets and public places of the City of Fort Wayne at the date of this agreement and not then used for any railway operation whatsoever, shall concurrently

with this agreement's being in full force and effect become the full and absolute property of the City without any further act or deed. All tracks, rails and ties, together with their appurtenances, of the Corporation remaining in the streets and public places of the City of Fort Wayne at the date of this agreement but then used for any kind of railway operation whatsoever shall remain the property of the Corporation until it is no longer used for any kind of railway operation, and thereupon without any further act or deed, it shall become the full and absolute property of the City. The Corporation may in its discretion, or shall at the request of the City, execute such other and further instruments and papers as are deemed advisable to further evidence the vesting of title and ownership of the City in said tracks, rails, ties and appurtenances as aforesaid.

Section 4. The aforesaid covenants and agreements of the Corporation contained in this Article II, shall be in full release, discharge, satisfaction and performance of all requirements under the Present Franchise Agreements, or any of them, and the laws of the State of Indiana in respect to track removals and pavement restorations remaining to be effected under the Present Franchise Agreements. All track removals and pavement restorations heretofore, in accordance with the provisions of the Present Franchise Agreements, or any of them, are hereby ratified, approved and confirmed by the City and accepted by it in full release, discharge, satisfaction and performance of all of the requirements as aforesaid.

ARTICLE III

GENERAL AND MISCELLANEOUS

Section 1. Except as expressly modified by this agreement, all the terms and conditions of the Present Franchise Agreements, and each of them, shall be and remain in full force and effect.

Section 2. This agreement, and each and all the terms and provisions thereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of this agreement's being approved by ordinance duly adopted

by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By Walter C. Vetter
(Walter C. Vetter)

Frank A. Derck
(Frank A. Derck)

Chauncey L. Griffith
(Chauncey L. Griffith)

ATTEST:

Its Board of Public Works

Joseph M. Schwartz
(Joseph M. Schwartz)
Secretary

Approved as to form and legality:

Harry H. Hilgemann
(Harry H. Hilgemann)
City Attorney

FORT WAYNE TRANSIT, INC.

By Donald H. Walker
(Donald H. Walker)
President

ATTEST:

Edward T. Schele
(Edward T. Schele)
Secretary

